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THE LOUISIANA HISTORICAL QUARTERLY

VOL. 8, No. 4

OCTOBER, 1925



Entered as Second Class mail matter June 6, 1917, at the post-office at New Orleans, La.,
under Act of August 24, 1912.

Subscription \$2.00 per annum, payable in advance. Address Louisiana Historical Quarterly,
Cabildo, New Orleans, La.

Ramires-Jones Printing Co.
Baton Rouge, La.
1926

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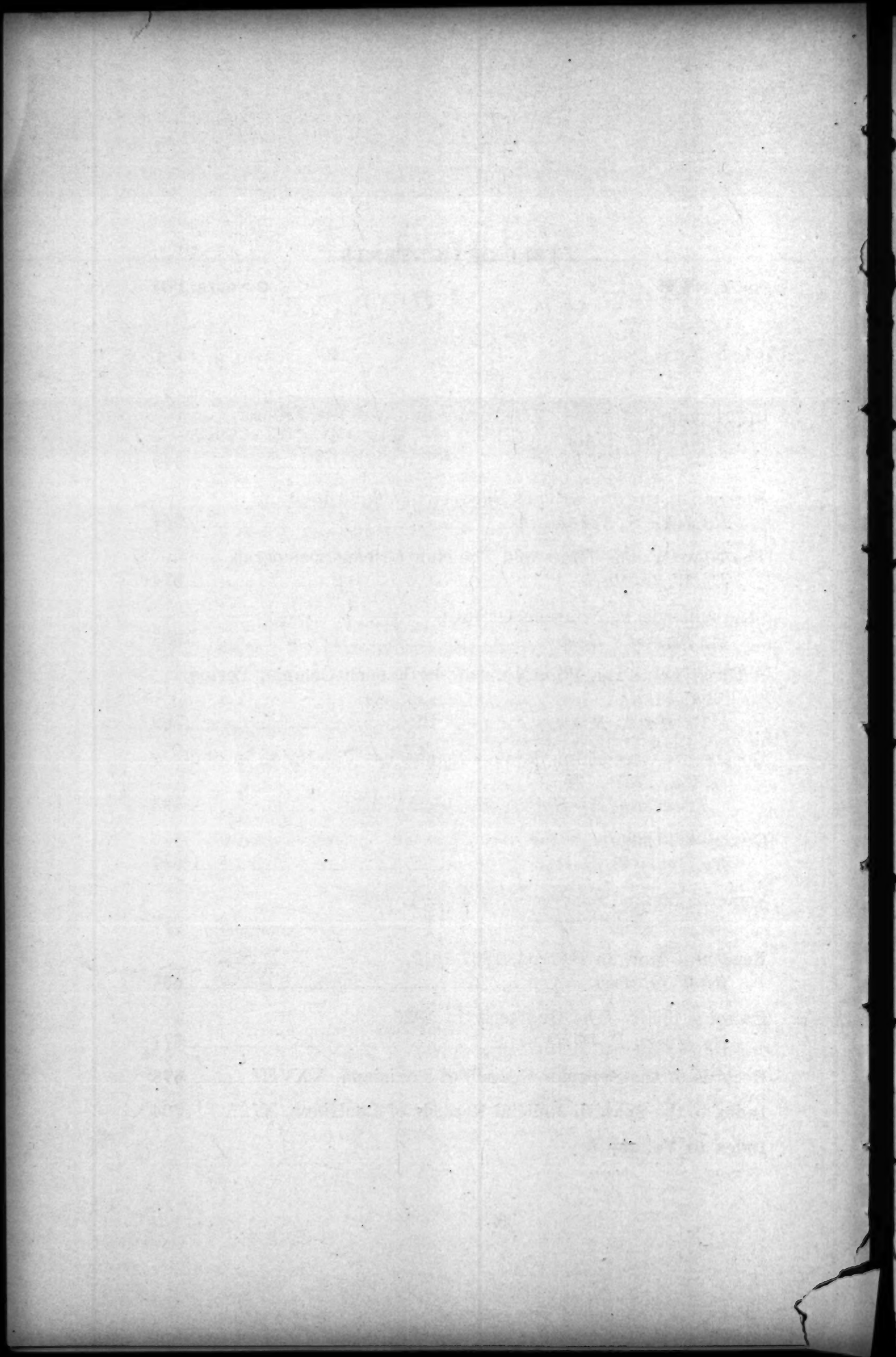
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THE LOUISIANA HISTORICAL QUARTERLY

VOL. 8, No. 4

OCTOBER, 1925

IMPRISONMENT FOR DEBT (CONTRAIT DE CORPS) IN FRENCH LOUISIANA, 1743.

By Henry P. Dart

Superior Council
of Louisiana.
July 23, 1743.
*LaVergne vs.
Gerard.*

It has been a mooted question in the history of the law of Louisiana, whether imprisonment for debt was permitted during the French colonial period. As we will presently show, there never was any reason to doubt the remedy existed, but we are now able to supply from our archives the proof of the actual imposition of the penalty by judgment rendered in a civil suit for debt.

The records of the Superior Council contain evidence of the execution of judgments rendered by that body from which we know that their method of levy, sale and other procedure was not substantially varied in the Spanish period. There was no material alteration in our early territorial legislative acts governing procedure; the elements and methods remained unchanged save that names were given to them which are still being used; it is, therefore, quite within reason to say that the Code of Practice of Louisiana is built upon and preserves all the ancient principles of the law of the colony governing the execution of judgments.

We have not, however, so far found anything in our ancient records showing the actual execution of a judgment decreeing imprisonment for debt, and there is no rational reason for this condition of our records in that class of cases save possibly that the keeper of the prison was under another department of Government.¹ The record which has suggested this paper and

¹See Ordinance of the Superior Council, June 14, 1731, regulating the administration of the public prisons. Where the jailer is permitted "to take forty sols from inhabitants and workmen imprisoned for debts * * to-wit, 20 sols for entrance and 20 sols for their discharge."—*LA. HIST. QY.* Vol. 3, 80-82 (January, 1920).

is printed herewith, is deficient in this respect—it does not show the actual incarceration of the debtor, but after all, that is only an incident in this historical review because the power to decree the penalty implied the authority to enforce it.

The case under discussion shows that Lavergne, an officer in the military garrison at New Orleans, recovered a judgment against Gerard before the Superior Council in November, 1742, and that this judgment carried a provision for imprisonment of the person of the debtor called then "Contraint par Corps." This judgment was for quite a large sum of money, namely 1413 piastres (which would be about the same amount in dollars today), and for the additional sum of 25,360 livres, 18 sols—a livre being about the equivalent of twenty of our cents. The piastre was not at that time the usual unit of value in Louisiana, but was applied in transactions based on Spanish money. The livre, on the other hand, was the common currency of the time. The sol was the fractional division of the livre, and the denier was the divisor of the sol.

The judgment was not paid by the defendant and on July 23, 1743, Lavergne, in a petition addressed to Salmon, First (Presiding) Judge of the Superior Council, alleged that the judgment remained unpaid notwithstanding repeated demand. He further averred that while the judgment carried the penalty of imprisonment, the same could not be enforced without further assistance from the Council, and he prayed the Court to order the arrest and imprisonment of the debtor. This relief was accorded by Judge Salmon in an order reading:

"Considering the present petition together with the decree of the Council, we have, conformably thereto, permitted the seizure and imprisonment and for that purpose pray the Governor to accord the force (main strength) if necessary.

This 23 July, 1743. Signed: SALMON."

The Superior Council had the inherent power to enforce all of its orders and judgments through its executive officer, the huissier (Sheriff), but the military forces of the Colony were under the command of the Governor. It may be that the defendant, Gerard, had some local influence and power and that the

presiding Judge took cognizance of this and thought it prudent to re-enforce the civil power with the strong arm of the military.

The remedy of imprisonment in Civil cases, was an element of the Ancient Civil Law of Rome, which in a general way permitted the creditor, after the expiration of one month from the notification of a judgment, to carry the debtor before the Praetor for condemnation of his person. The continued default of the prisoner during sixty days, authorized the creditor to sell the debtor into slavery in execution of the judgment. This was ameliorated in time so as to prevent the use of public prisons and to leave the debtor in a species of slavery to the creditor until he had worked out the debt. Later, the Lex Julia permitted the debtor to obtain a release by surrendering all his property and effects to his creditors but that law was largely circumvented by a stipulation in all contracts incorporating the remedy of physical responsibility, which stipulation negated the right to a discharge for any cause short of actual payment or performance of the judgment.

The very old law of France followed the Roman lines, but it retained a savage quality that had been abandoned in the Roman system even before the Conquest of Gaul. The Customs and regal legislation modified the savagery of the earlier remedies, yet French law preserved the remedy of imprisonment for centuries, following here the ancient maxim that "he who cannot pay with his purse pays with his skin." By the end of the fourteenth century the system in a nutshell had passed through various phases wherein personal seizure and detention of the debtor and selling him into slavery had given place to physical sequestration by the creditor who could work the debtor or make him work for the creditor's profit, but he could not ill treat nor starve him. Finally the remedy of incarceration in the public prisons was substituted. This was regarded as an adequate and just method of compulsion, a means of forcing the debtor to disgorge his hidden resources, or perhaps of inducing his kinsmen to come to his relief.

St. Louis, in 1524, regulated this form of physical constraint and accentuated its character as only an exceptional means of execution, authorized under certain conditions, with exemptions and for limited duration. But this afforded little relief because the debtor could still by contract bind his person to the performance of his engagements and besides he could

be imprisoned for non-payment of a judgment and the latter in that period could be obtained on any kind of debt.²

Notwithstanding this effort to humanize the law, there was a reaction in the Ordinance of Moulins (1557) where it was declared (in the 48th Article) that in order

"to put an end to subterfuges, delays and tergiversations and to the endless suits and oppositions to judgments and decrees"

all judgments and condemnations for sums of money upon any cause whatever, should be promptly executed by all constraints and cumulations of these until the entire payment and satisfaction. The procedure outlined in the Ordinance, in substance, was that

"if the condemned shall not within four months have satisfied the judgment after he has been notified in person or at the domicile, his body shall be taken and held prisoner until the cession or abandonment of his goods."

The judge could also, at the demand of the creditor, penalize the delinquent in double or triple the amount of the judgment.

Thus the law remained until the Civil Ordinance of Louis XIV of 1667, which governed legal procedure in Louisiana during the whole French regime. This statute contained two provisions on this subject; in the first under the title "Of Execution of Judgments" the law preserved the old method of procedure to enforce payment of a judgment, namely, that one condemned in a fixed pecuniary sum should be imprisoned if he failed to pay same within four months after notice. In the second provision found in the 34th Title of the law this remedy was practically abrogated "for debts purely civil" and it also denied the right of private stipulation of the remedy of the body, furthermore, the judges were prohibited from granting and the sheriffs from executing the remedy even if stipulated. But this was followed by a series of exceptions which left the right to imprison still existing in so many cases that the courts (as in the case of all unpopular laws) practically nullified the exceptions, or reduced them to such cases as originated from violation of fiduciary trusts; fraud committed by merchants or

²Brissaud *Histoire de Droit Privée "Contraint par Corps"* 1469-1472. Idem, *Continental Legal History Series*, Sec. 411-412, pp. 567-571.

others in their business dealings, and fraud in matters of sale of real property where the seller had no title or where there were mortgages upon the same, an important matter in the days when there was no official registry of transfers, mortgages, etc.

One feature of the exemptions or privileges created by this statute was the exemption of women from imprisonment unless for fraud committed as a public merchant or in matters of real property. This latter species of fraud ("Stellionat") was also of Roman origin and its French namesake was applied to any fraudulent declaration by the vendor of an immovable regarding the title or ownership thereof, when he knew it was not as declared to be or when he bound or mortgaged or engaged a thing as free and without encumbrance when it had been already hypothecated. The word stellionat, however, was a comprehensive one, and it was without a settled or well defined interpretation, because here again, the discretion of the judge intervened; thus many persons were condemned as stellionataires who had given in pledge one thing in place of another of more value, while still others were condemned for passing simulated acts, etc. Briefly, therefore, stellionat may be said to have anciently included any fraud committed upon or against a creditor.

The judges by this time had begun to realize that "the dungeon causes suffering but it does not pay the debt," and though the remedy of imprisonment was recognized the courts ceased to entrust the creditor with power over an unfortunate debtor and this notwithstanding the King and his advisers believed the law would prove as burdensome to the creditor as to the debtor because the former was obliged to support the jail charges. The judges found by experience that the creditor was only too apt to pitch good money after bad in order to extort money from the kinsmen or to get revenge upon the debtor. In this state of the jurisprudence the debtor, fraudulent or otherwise, too often found his liberty to be at the discretion of a judge or dependent on other conditions not always within his ability to remedy.

It is true that during this whole period the debtor could release himself from prison by making a surrender of his property to creditors, but this remedy required the debtor to strip himself to his shirt and to suffer many exasperating and humil-

iating formalities, nor did the surrender free him absolutely, for he could still be pursued whenever he rose out of the indigent condition involved or created by the surrender.

As we have already indicated, the apparent conflict in the Statute of 1667 was quickly and contemporaneously seized on by the judges as vesting a judicial discretion in the enforcement of the remedy, even in the cases to which the law, on its face, seemed applicable. It became, therefore, the settled rule that before inflicting imprisonment, the judges would inquire regarding the nature of the debt, the character and quality of the persons contracting, their age, sex, infirmities, number of children, their relationship to each other and whether the default was due to undue temerity in incurring debts (speculation), or to fraud or rascality or other species of bad faith.³

In the results, it seems to be certain that whether or not the defendant went to jail, depended largely on the temperament of the judge. There is, accordingly, strong reason to believe that though Louisianians of the French colonial era were always in debt, very few of them actually went to jail for it. It should be added, though it is irrelevant to our topic, that this remedy remained in the law of France until 1793 when civil arrest for debt was swept away by the Revolution. It was, however, restored in a restricted shape in the French Code of 1804. The remedy of imprisonment was part of the law of Spain and this was enforced more stringently in Louisiana under Spanish domination. Our early territorial statutes preserved features drawn from both systems and possibly from the common law and the remedy did not wholly disappear from our law until long after Louisiana was admitted into the Union, but neither the Spanish nor the American procedure is germane to this review though both richly deserve separate treatment.

³SERPILLON (Francois) *Code Civil ou Commentaire sur L'ordonnance du mois d'Avril 1667*, pp. 648-671.

FERRIERE *Dictionnaire de Droit* (1771) Verbo *contrainte par corps* 1. 388-390.

FENET *Travaux Preparatoires du Code Civil* 15: 157-170. La *Contrainte par Corps* by Bigot-Preameneu and by Gary.

FERRIERE *Ibid* 2. 717 Verbo *Stellionat*—It was a *crime* punishable civilly and criminally.

DOCUMENTS CONCERNING IMPRISONMENT FOR DEBT IN
LOUISIANA, 1743.

(From the Archives of the Superior Council of Louisiana at the Cabildo,
New Orleans.

Translation by Heloise H. Cruzat.

July 23, 1743. To Mr de Salmon, Councillor of the King, Commissioner of the Marine Ordonnateur at New Orleans, First Judge in the Superior Council of the Province of Louisiana.

Humbly petitions Sieur de Lavergne, officer of this garrison, saying that by virtue of the judgment rendered by the Council, on 10th of last November, which condemned Sr Gerard and his body to pay petitioner the sum of fourteen hundred and thirteen piastres on one part and that of twenty-five thousand three hundred and sixty livres, eighteen sols on the other.

He has had him notified of said decree with iteration and reiteration of said command without said Gerard having had it satisfied and as petitioner is interested to be paid, which he will never obtain without having the said Gerard imprisoned and as this can be accomplished only by main strength he has recourse to you Sir to provide it.

In consideration of which, Sir, may it please you to give to the Sheriff of the Council bearer of the writs authority to arrest the body of said Gerard and to seize the goods belonging to him and do justice.

(Signed) "Lavergne"

Considering the petition presented together with the decree of the Council, we have conformably to same permitted the seizure and bodily arrest and to this purpose pray the Governor to accord the force (main strength) if need be.
This 23 July 1743

(Signed) Salmon

ORIGINAL TEXT

Transcribed by Heloise H. Cruzat.

23 juillet 1743.

A Monsieur de Salmon conseiller du Roy
Commissaire de La Marine ordonnateur a La
nouvelle orleans premier Juge au conseil Superior de la province de la Louisianne.

Supplie humblement Le Sr de Lavergneofficier de
Cette garnison disant qu'en vertu de l'arrest du conseil du dix

novembre dernier qui condamne Le Sieur gerard Et par Corps a payer au supliant La somme de quatorze Cent treize piastres, d'une part et celle de Vingt Cinq mille trois cent soixante Livres dix huit Sols de L'autre.

Il luy auroit fait faire Signification du dit arrest commandement et Iteratif Commandement sans que le dit gerard y ait satisfait et comme le suppliant a Interest destre payé aquoy Il ne pourroit parvenir sans faire apprehender Led^t Gerard au Corps et Comme IL ny peut parvenir sans avoir mainforte Il a recours a Vous Monsieur pour y estre sur ce pourvu.

Ce Considere Monsieur Il Vous plaise ordonner quil sera donne main forte a lhuissier du Conseil porteur de pieces pour apprehender au Corps Ledit gerard et Saisir Les effects a luy appartenant et ferez Justice.

Lavergne.

Veu le presente Req^{te} Ensemble Larest du Con^{el} nous avons conform^{nt} a yceluy permis La saisie et la Contrainte par corps a cet effet prions Monsieur Le gouverneur d'accorder Main forte Sy besoin est.

Ce 23 juillet 1743

Salmon



JOURNALISM IN NEW ORLEANS BETWEEN 1880 AND 1900.

By John S. Kendall.

The years from 1880 to 1900 were of great importance in the history of New Orleans journalism. The newspapers that had weathered the gales of the Civil War and Reconstruction profited by the re-establishment of peace as markedly as the rest of the community. In that period they were completely transformed both in appearance and in spirit. It will be remembered that at the close of the Civil War, New Orleans was occupied by Federal soldiers, and whatever civil government there was during the subsequent twelve years, was controlled by them. Consequently, it is well within the bounds of fact to say that the Civil War did not cease for New Orleans till 1877, and that it was only in 1880 that the city was in a position to begin to mend its affairs. The year 1900 was the great turning-point in the recent history of New Orleans; then the period of convalescence was definitely over, and the city, restored, was able to set out on that career of commercial expansion that is, in its brilliancy and promise, one of the most remarkable chapters in American municipal history.

Among the English newspapers which New Orleans boasted before the Civil War, but one—the *Picayune*—survived. Of a somewhat less numerous French press, the venerable *Bee* alone endured the slings and arrows of adverse fortune and lived over into the New period. As a result of the Federal occupation a crop of short-lived newspapers had appeared which thrived on subventions from the Carpetbag government, and departed this life when deprived of that nutriment. Such was the *Republican* in its day a very brilliant journal. The reaction of the Democrats was *The Democrat*, frankly a political organ, which became important when the Nicholls government replaced that of Packard, at the close of the Reconstruction epoch—a consummation which it helped in bringing about. The *Democrat* was founded in 1875, and the men who were behind the enterprise included John McEnery, the de jure governor of the state; B. F. Jonas, afterwards United States Senator; Judge T. C. W. Ellis, Dr. C. E. Austin, and others of equal prominence. The first

editor was Robert Tyler, son of a former president of the United States, but he was soon replaced by Major H. J. Hearsey, one of the most vigorous editorial writers that New Orleans has ever known. The new paper had to meet the competition of the *Picayune*, the *True Delta*, the *Era*, which claimed to be the official organ of the military government; and of the *Times*, started as a Union paper, but with the intention of bringing to an end the oppressive politico-military government then existing, and of helping to restore the civil government under white control. The *Times* was at one time regarded as one of the most brilliant American newspapers, but it was handicapped by its antecedents, and in 1881 was annexed by the more-prosperous *Democrat*. The consolidated papers, under the name of *The Times-Democrat*, continued to exist down to 1914, when by the absorption of the *Picayune* the present-day *Times-Picayune* came into existence.

The *Picayune* was established in 1837 by George W. Kendall, and Francis Lumsden, neither one of whom was of Southern birth. The paper became famous during the Mexican War, with the exploits of Kendall as a war correspondent and feature writer. It came through the Reconstruction period by no means in good shape. It is to the credit of the paper that, even during the hardest times during the Civil War, it never failed to pay its employees. At one moment when it was impossible to obtain cash, even in Confederate currency, the *Picayune* was under the necessity of issuing notes of denominations from \$5 down to 25 cents, which were used in paying salaries. These obligations were subsequently redeemed in full. Holbrook, who edited the paper during these eventful years, died in 1874, leaving the property to his widow, "Pearl Rivers," the poet. When Mrs. Holbrook took over the management of the paper she found it overwhelmed with litigation and debt. Her lawyers and friends advised her to dispose of the property, and escape from the sea of troubles which seemed to oppose her. That was not the advice of Don José Quintero and other members of the *Picayune* staff; who, rallying around this young woman, helped her solve the most difficult problem till then probably undertaken by a Southern Woman. "I never felt so lonely and little and weak in my life," she said to me, once, recounting this experience; "as on the first day when I took my seat in Mr. Holbrook's big editorial chair, and for months afterwards my lack of confidence was so

great that I used to wonder why the staid old Picayune, accustomed to be managed by such wise old fellows as Kendall, Holbrook, Bullett, and Wilson, didn't just roll over and split its sides laughing at me." But it didn't. Some time later Mrs. Holbrook became Mrs. George Nicholson, through marriage with one of the oldest and most capable of the employees of the paper; and these two, working together, brought the *Picayune* back to something like its old prosperity. Mrs. Nicholson was a very remarkable personality. She was the first woman in the world known to have owned and edited a metropolitan daily. She was probably the first woman in the South to enter journalism. In enduring the criticism to which she was subjected in the conservative South, where such exhibitions of feminine enterprise had been unthought of, she was, in a sense, a martyr to the advancement of her sex. When she died, some twenty years later, she was unquestionably the most eminent woman journalist in the world.

Mrs. Nicholson's life was exceedingly interesting. She was the daughter of J. W. Poitevant, and was born in Mississippi about 1849. Her childhood was spent twenty miles beyond Pearlinton, a desolate little Mississippi village. She was a tiny, red-headed child, who came into the world at a time when her mother's heart and home were already filled to overflowing with previous arrivals. Mrs. Kimball, the aunt who reared her, found her playing in the ashes of a big, old-fashioned country fireplace, and offered to relieve the overburdened mother of the responsibility for this particular atom of humanity. "But," said that estimable lady, "if I take her, it must be for good and all. You must not take her away from me when she has grown up and I have learned to love her." Mrs. Poitevant consented, and Eliza—so the little girl was called—was carried away into the very depths of the country, to a place where there were no other children, and where she grew up lonely and melancholy. It was, in some ways, the ideal environment for the development of the poet in her. In the shadowy Mississippi woods she acquired an amazing familiarity with bird and flower. She was one of those people who possess the faculty of attracting birds to them at will. She could call one of the tiny, feathered denizens of the forest in such a way that it would come and perch on her hand, and eat the grain held in her palm. Her poetry was the natural expression of this solitary and self-centered life. She sent her

first compositions to the Home Journal, a magazine published in New York, which had been founded by N. P. Willis, and had a reputation, therefore, of being friendly to poets. At first her contributions were printed but not paid for. Then she began to receive small sums for her work. Finally, she sent some of her verses to the New Orleans *Picayune*. For some reason her family regarded literary labor as derogatory, at least to a woman. For a long time she did not dare let them know what she was doing. When the *Picayune* with her poems arrived, the secret was out. Her relatives showed a discouraging lack of sympathy and approval. By this time she was reduced to the necessity of returning to her own home, Mrs. Kimball having lost most of her fortune. Mrs. Nicholson's own mother was then dead, and she could not feel that her reappearance in the family circle, from which she had been so long estranged, was altogether welcome. Naturally, she represented another mouth to feed, another body to clothe, and that meant a proportionate reduction in the amount of food and raiment available for the remainder of the family. Moreover, she had been long absent, and such a return was, in a sense, an intrusion to be resented by those who had never departed from the paternal nest. So when Colonel Holbrook invited her to join the staff of the *Picayune* as literary editor, she gladly availed herself of the opportunity.

Holbrook was much older than "Pearl Rivers" when they were married. He was an extremely picturesque personality—a great beau, as the phrase ran in those days; and a great sport. One of his peculiarities was to have a complete new outfit of jewelry for every day in the week—watch, chain, pins, buttons, etc. Among his possessions was a superb silver soup-tureen presented to him when he was president of the Jockey Club. It was decorated with rows of the small coin then known in New Orleans as *picayune*. He was a restless soul, particularly in later years, when growing infirmities made all places seem unprofitable. From day to day it was impossible to tell just where he would go or be. Many a time Mr. and Mrs. Holbrook would start off for remote parts of the country at a moment's notice, and be gone for weeks at a stretch. It was on one of these journeys that Holbrook died. When he passed away he was at least nominally owner of the *Picayune*; after having parted with the paper to what in the history of the *Picayune* was known as "The Two Hundred and Fifty Editors." This

was a stock company composed of that number of business-men of New Orleans, all of whom took an active part in the management of the paper, and tried to run it in 250 separate and distinct ways. Holbrook got \$100,000 for the paper from them. In a year or two the 250 editors succeeded in getting the paper hopelessly into debt, and offered to sell it back to its original owner. Holbrook was to give them \$100,000 for it, of which \$20,000 was paid in cash. When he died \$80,000 was still owing them. Mrs. Nicholson was accustomed to say that her husband passed away in great mental distress, vainly struggling to tell her something that he evidently considered of the very gravest importance, but which disease made it impossible for him to say. What it was no one ever ascertained, but Mrs. Nicholson believed that he wanted to tell her where the money was to pay the debt. And it is strange to relate that \$60,000 of his estate was never found. Evidently, that sum was deposited in some bank which was never located, and was never recovered. It was the lack of this fund that handicapped the young widow so bitterly when she undertook the task of editing the *Picayune*.

Mrs. Nicholson really gave to the *Picayune* the character which it retained long after her time. Under Holbrook it lost the adventurous spirit that marked Kendall's administration. He was primarily a business man, cautious, commercial, and anxious to please. Mrs. Nicholson developed and strengthened his policy. She had, however, much more genius for journalism than Holbrook. She possessed a remarkable faculty for choosing the right course of action, and left to herself, could generally be relied on to do the wise thing. But it often happened that her keen sympathies led her astray, or those whose opinions she respected persuaded to do what, in her heart, she knew was wrong. An instance of the first sort occurred when the Anti-Lottery campaign was opening in 1890. Mrs. Nicholson saw very clearly the great advantage which it would be for the *Picayune* to declare at once against the lottery. But she and the family of John A. Morris, then president of the lottery company, had been close friends for many years, and this intimacy swayed her judgment, and made her take the opposite course. The *Picayune* declared for the lottery, and suffered very serious financial as well as moral losses in consequence. A singular fact in Mrs. Nicholson's psychology was that she very rarely could assign any reason for her conduct in any given emergency.

She lacked almost entirely the analytical faculty. She knew she was doing right, but how or why she did it, she could not tell. But her intuition was remarkable. She did not read many newspapers, yet at least on one occasion, she displayed a knowledge of what was happening in the newspaper-world superior to that possessed by many who were diligent students of the contemporary press. She said one day: "See that the New York Journal is sent to my home daily hereafter. A young man has come out of the west and is running it. He has some novel ideas. I think he is going to be one of the most remarkable newspaper men of this country." That young man was William Randolph Hearst, and this incident occurred when Hearst had been at the head of the Journal only a few months.

When Mrs. Nicholson took charge of the the *Picayune*, there does not appear to have been any specially definite organization of the local staff on any of the local newspapers. It is true that, in 1880, certain men were assigned to cover certain regular sources of news, as, for example, the courts and the police stations. But they did this with the minimum of editorial supervision. Their "copy" seems to have found its way up to the printers without the intervention of copy-readers or city-editors. If any editorial revision was thought necessary, it was done by the editor-in-chief or by one of his assistants, but nobody was specially charged with that duty, and anybody was liable to be assigned to it. There resulted from this lack of system, in the *Picayune* office at least, a great deal of dependence upon the foreman of the composing room. In the case of Gerard Stith, who after having served as Know-Nothing Mayor of New Orleans, just before the Civil War, became the head of the typographical department at the *Picayune* in the later '70s, he was, in fact, if not in name, the real editor of the paper. After him came George Cooper, an intolerant but capable old man, who never could adjust himself to the new conditions that set in in the '90s, and still felt himself invested with the discretionary powers of his predecessor. The editorial staff of the *Picayune* used to have a great deal of trouble with Cooper, when their views did not agree with his as to the matter which ought to get into the paper.

The *Picayune* eventually found it convenient to assign the task of reporting local news to a department distinct from the editorial departments. At the head of the reportorial department was placed an official who became known as the city-

editor, although his functions were multifarious, and he was expected to perform duties which, in the more complex organization of a modern newspaper, are apportioned to the night-editor and the managing-editor. The first man to have the title of city-editor on the *Picayune*—and I believe he was the first city-editor, so called, in New Orleans—was E. C. Hancock, whose connection with the paper terminated not long after the death of Mr. Holbrook. He was followed in the order named by Roland Walpole, Bowman Matthews, W. M. Robinson, and H. J. Siefert. Walpole died in harness. Matthews left New Orleans in the early '80s as secretary to Senator Randall Gibson, and after that resided in Washington, as correspondent of the *Picayune* there. Robinson became city-editor in 1881 or 1882, and held that position till his death in 1893. He was at the head of the local-room when I became connected with the *Picayune*.

It may be interesting to set down the names of some of the reporters who figured on the *Picayune* from about 1870 on. In that year André Burthe was made police reporter. Burthe was a man of fine education, distinguished social connections, and charming manners. He seemed entirely out of harmony with his rough environment, but he never found it so. After his death, some accident of propinquity caused John W. Hart to be selected as his successor. Hart was in every respect the antithesis of Burthe—an amusing, ignorant, bumptious Irish boy, who found the police "detail" absolutely and uniformly delightful. He died after ten or twelve years of duty, about 1900. Then, too, in those earlier years saw Don José Quintero in charge of the court-reporting, a work which after his death was inherited by his son, Lamar. Don José was one of the most picturesque characters that has figured in New Orleans journalism. A Cuban by birth, he had been a teacher at Harvard University, and the intimate of Longfellow and Edward Everett Hale. To the latter he supplied the material which Hale worked up into "Philip Nolan's Friends." Don José was a charming poet both in Spanish and in English. He wrote also the celebrated "Code of Honor," for many years the "vade mecum" of the duellists of the Crescent City. Of the same generation was Armstrong, almost as well known by the name of "Round About" as by his own. "Round About Town" was a department which he conducted at one time, and in it he anticipated the "Letters from the People" which is now a regular feature of almost every news-

paper of any importance anywhere. Armstrong was a tall and powerful man, with an amazing abundance of whisker, which seemed incessantly tangled, and which required his constant care. His characteristic gesture was to comb them out with great care with his fingers in front of the great mirror that for so many years hung over the mantel-piece in the *Picayune's* local room, making hideous grimaces of pain during the process, to the intense amusement of his associates, and the terror of the office-boy. There were also "General" Harlee and "baby" Elmore, both "general" reporters, as the title went in those days. Harlee was on the paper for about ten years. He resigned in the early '80s. Elmore was a clever man, a graceful writer, and both handsome and attractive. He died in the '80s, long before I became familiar with the dingy interior of the old building on Camp street, where the *Picayune* was then published.

When I became a reporter on the *Picayune*, in 1891, there was connected with the local staff Herman J. Seiferth, afterwards city-editor, but then in charge of the municipal political news; Hart, who, as I have said above, was a faithful if not accomplished police-reporter; Gilbert Sneed, who died as a lieutenant of volunteers during the War with Spain; Rushton Foster, afterwards chief clerk to the manager of the paper; Duval Armstrong, son of him of the abundant whiskers mentioned above; and one or two others whose names I forget. Later, when for one reason or another, changes occurred in the staff, there were added William M. Steele, afterwards city-editor of the *Times-Democrat*; Thomas J. Nolan, who for ten or twelve years reported the Hall and was responsible for the creation of the Municipal Repair Plant; E. K. Pelton, who became night-editor of the *Picayune* in 1913, and is now a member of the staff of the *Times-Picayune*; Clem Hearsey, Henry W. Robinson, now a prominent attorney in New Orleans; A. W. Newlin, who has figured for some years in state politics; and W. P. Ball, who left the *Picayune* to become secretary to Mayor Behrman, and eventually was made auditor of the city. In 1891 the telegraph news was looked on as within the jurisdiction of the city-editor, and it was handled by one of his subordinates. At first a man named Webster occupied that position. Webster retired from the profession a year or two later, to become president of a small college, where he died soon after. He was succeeded by W. C. Dufour, who studied law and practiced his profession all at the same time, and is now

one of the well-known members of the local bar; by F. H. Harris, who died of yellow fever in 1896; by W. M. Steele, and by a young man named Farmer, who was afterwards on the staff of the *States*.

It is not my purpose here to go into any history of these young men. Many of them were brilliant, all of them were good comrades. I want to speak at a little greater length of Major W. M. Robinson, who, as I have said, was city-editor of the *Picayune* down to 1893; of Major Nat Burbank, who was managing-editor of the *Picayune* from 1878 to 1901; and of one or two others whose careers illustrate the conditions under which the daily newspaper was manufactured in New Orleans in the closing years of the nineteenth century. It was these years that marked the transition from the old, Bohemian days of drunkenness and immorality to the sober, strenuous, and business-like routine that now exists in the newspaper offices of the city. For it must be confessed that in the '80s and '90s it was considered hardly possible for a reporter to be really efficient in his calling who was not more or less of a sort. Everybody drank, and many to excess. Towards the close of the century, this unhealthy state of affairs changed. Drunkenness in a reporter became a serious matter. Men were actually discharged because they could not be depended upon to remain sober while on duty. A demand sprang up for men who did not touch liquor in any form. I do not know exactly what brought about the reform, except that with the demand for greater accuracy and detail in reporting the news, it became impossible for drinking-men to give satisfaction to their employers. But before that change was effected, I saw more than one noble talent ruined, more than one splendid young life destroyed, more than one home blasted by this miserable vice.

Major William Maturin Robinson, who was one of the best-known journalists in New Orleans between 1870 and 1900, was one of the men who helped bring about this reform. Although not himself an apostle of prohibition, he had high ideals of his profession, and it was his insistence upon accuracy and detail in news-stories that helped to create the demand for sober, dependable newspapermen. Major Robinson came to the *Picayune* as city-editor after having served in a somewhat similar capacity on the old *Republican*, the *Times*, and the *States*. He was a printer by trade, and served with distinction in the Fed-

eral army, in a Massachusetts regiment, during the early part of the Civil War. Later on, he was commissioned a war-correspondent in the Gulf States for the *Boston Herald*, and it was in the exercise of his duties as such that he came to New Orleans. Then came another period of active service, in the course of which he was brevetted major. But in the meantime he had fallen in love with New Orleans, and when he was finally mustered out of the army, he determined to settle here. He was a capable and at times a brilliant writer. But it was as an editor, that he won his most notable success. It was very rare that he was scooped on an item. His orderly mind and unswerving industry defeated nearly every attempt that his competitors engineered with that object in view. He knew the city and its people as few have ever known them. His culture was extraordinary. For a long time he cherished the desire to write a history of Louisiana, and with that object in view collected material at a time when such material was more abundant and less expensive than it is now. He bought rare documents, manuscripts, books, and articles of historic interest. His desk gradually became crammed with these accumulations. Then he formed a library at his home on Magazine street. But he never had the leisure to gratify his scholarly ambitions, and the great work for which he had carefully and laboriously fitted himself, remained unwritten. At his death his collections were sold, and a large part passed into the possession of the State Museum, where it still forms an important exhibit.

Major Robinson was a man of very varied experience. I remember, for instance, as illustrating this statement, that he was assigned by the Federal Government to accompany President Juarez, of Mexico, as military aide, on some journey which that official made, I am not quite sure where, but at any rate his duty carried Major Robinson into Mexico at a time so close to the execution of the Emperor Maximilian that the country was full of the relics of the recently-vanished imperial regime. He brought back from that trip an intimate knowledge of Mexico and of Mexican politics, and the dressing-case of the hapless Maximilian, with its fittings of crystal and gold. Major Robinson had a highly developed literary sense, even if in his own writings he never achieved more than respectable prose. It was he who encouraged Lafcadio Hearn to translate "*One of Cleopatra's Nights*," that work which laid the foundation of the

fame of the future author of "Chita." It was Major Robinson, too, who befriended Irwin Russell in the last sad days of the young poet's life, here in New Orleans. It was he, moreover, who found the tomb of the French General Humbert, one of the great figures of the Revolutionary epoch, and rescued his skull from the oblivion to which the rest of his remains were consigned when the old Girod street cemetery was curtailed in the course of the opening of a new street, many years ago. I might multiply incidents, but these will suffice to give an idea of the variety of his interests and the solid attainments of a very remarkable man.

Major Nat Burbank was one of the most lovable characters connected with the *Picayune* in my time. In his later years he grew exceedingly fat, but to the last he retained traces of a manly beauty which, in early life, must have been singularly great. A great shock of wavy iron-grey hair rolled back from his wide forehead, and a neatly-trimmed mustache, of the same hue, shaded a mouth which habitually smiled. He was a man of strong personality and deep feeling, but the peculiarly narrow limitations set by the management of the *Picayune* in those days prevented him from ever realizing to the full the fine talent which there is every reason to believe he possessed. He had the warm admiration of Henry Guy Carleton, and I remember seeing a letter, written when Carleton had just become editor of the *New York Life*, inviting Burbank to contribute to its pages "Anything which you may care to send in." Once, when *Puck* printed a cartoon representing the great humorists of America keeping up the ball of mirth, Major Burbank's figure was one of the most prominent in the group. A few years later, in *Harper's Magazine*, in connection with an article on the "American Literary Comedians," a remarkably beautiful portrait of him was published, and in the text he was classed with "Petroleum" Nasby, George Derby, and Artemus Ward. Surely these high tributes could not have been paid without some desert; yet nowhere in all the immense volume of published matter which Major Burbank contributed to the *Picayune* is there more than a hint of the high quality that one might expect. Burbank was, in fact, a man whose potential achievement was far in excess of his actual accomplishment. Yet such was the winning sweetness and genuine kindness of his nature that he made a lasting im-

pression upon many distinguished men, and their regard created no small part of a reputation that still endures.

Major Burbank was a native of Maine, and in his youth worked on *Ballou's Magazine*, a Boston publication, where he knew Longfellow, Holmes, Whittier, the Stowes, and William Warren. He and Major Robinson were associated in those days, and their friendship lasted down to the latter's death. Burbank also served in the Federal Army. He came to New Orleans as adjutant-general to General Banks, and afterwards served in that capacity to Sherman, Steadman, Rousseau and Hancock. His rank was a brevet, earned at the battle of Bristow's Station. He resigned from the army in 1869, to become a member of the staff of the *Republican*, and on the demise of that paper, he transferred his affections to the *Picayune*, where he remained until his death.

Major Burbank was never quite sure whether he was primarily a humorist or a dramatic critic. As a humorist he furnished the *Picayune* with a column of paragraphs every day, but his dislike of saying anything harsh robbed his epigrams of a good deal of their pungency. It was on the *Republican* that the major first developed a talent for theatrical writing. From the old Boston days, when he used to take part in amateur theatricals, he was intensely interested in the stage. He knew all the actors and actresses of his generation, and they knew and loved him. His pocket-book was always at their service, and while many availed themselves of his charity, I do not think I ever heard of one who abused it. Young actresses used to seek his advice about the interpretation of their parts. Old actors used to come to his office whenever they were in New Orleans to greet him. Although a just and discriminating critic, with a profound knowledge of stage literature, he could never bring himself to write anything unkind of even the most offensive mummer. No matter how bad the performance might be, the major always had a kindly word, or at least a kindly silence, for the most impossible performer. When the major died, I succeeded to his position on the *Picayune*, and for years thereafter his old stage-friends used to drop in on me, and repeat for my benefit the kind words which they had once been in the habit of saying to him.

I find that I have space left to do little more than mention one who deserves much more at my hands. During all the years I was a member of the *Picayune* staff, Maj. Thomas E. Davis

was chief editorial-writer. We called him editor-in-chief, but on the *Picayune* in those days titles seldom represented the real functions performed by the bearer. For example, Major Burbank was always called "managing-editor," but as he used to say with some sarcasm, he neither edited nor managed. Major Davis was another veteran of the Civil War, but his service had been with the Confederacy. He was born at Bedford, Va., in 1835, and was descended from an old Welsh family that settled in America long before the Revolution, and played a prominent part in the affairs of state and nation, besides being noted for the longevity of its members. He was graduated from the University of Virginia in 1858, but his academic education was only part of a life-long course of study, which did not halt at professional acquirements, but embraced an extraordinary familiarity with almost every subject of interest. Major Davis was, in fact, one of the best-informed men of his time. He actually qualified to practice in law, medicine, and engineering, and would have done the same in theology, but the Civil War broke out, and took him into other fields of endeavor. He was one of the first men in Virginia to volunteer for service in the Confederate army. He was made adjutant and major of the 21st Virginia calvary, and took part in some of the earliest battles of the war. Some time later, when Virginia organized her own troops into what was known as the "Virginia Line," mainly to keep West Virginia in the Confederacy, General Lloyd, one of the principal officers, selected Major Davis as his adjutant. The Virginians were for months never out of action, but when the special service was concluded, the separate organization of the state troops was abandoned, and Major Davis found himself without a regiment. It was then that he and some others organized a cavalry regiment of their own. Of this he became adjutant. With it he fought with Lee at Appomatox. He did not surrender there; for he was one of the survivors of the command who burst through the Federal lines while the ceremony of surrender was being arranged, and fled to Lynchburg. Although afterwards Major Davis became a loyal citizen of the United States, he refused then to accept the verdict of battle and did not take the oath of allegiance to the victorious government, but abandoning home, went to seek fortune in the remote West.

He and a few others, companions of wartime, made their way from St. Louis by river boat into Montana, encountering

many strange and stirring experiences on the way. For five years they lived the rough and exciting life of the frontier. Major Davis was not equipped to make a big "strike," as the phrase ran in those times; but his toil was not wholly without reward, and when he decided to return to the "East," he had accumulated considerable capital. He went into business. But a mercantile career was not for him. He did not know how completely unfitted he was for it, but he soon found out. Before setting out for the far west, he had served a brief apprenticeship in a store belonging to Edward J. Gay, in St. Louis, and it was there that he formed the idea that there was, for him, a special opportunity to grow rich in the wholesale tobacco business. He acted on that conviction, investing his entire capital in that business in Galveston. He really prospered at first; and became a factor in the life of that city, and a leader in its most exclusive social circles; but the financial panic of 1875 was too much for him; it left him penniless. Major Davis' failure in business was due directly to his inability to collect the large sums due him in the central and foreign markets, and his insistence upon paying every debt of his own at any sacrifice. We do not do that nowadays, but people were chivalrous and impractical in those days, and didn't much mind disaster if necessary to preserve intact one's ideals and honor. However, it was while in Texas that Major Davis met and married Mollie Evelyn Moore, daughter of an ardent Confederate family of Comanche, who had already given promise of the exquisite literary faculty that later put her name among the most famous in the south.

The only good that came out of the wreck was the discovery of Major Davis' talent for journalism. From that time on he was a newspaperman, and happy as such, though never very prosperous again. In 1876 he founded the *Houston Telegram*, and made it a newspaper of real literary merit and value to the community. It realized all his aspirations except the financial ones, and two years later he had to give it up. New Orleans offered the best field for the exercise of his talent. He went to that city as one of the editorial writers on the *Times*. In an effort to modernize that newspaper into a more profitable and popular concern, he was transferred to the city desk. Major Davis was a brilliant city editor, but his service as such was brief; the *Times* was acquired by the *Democrat*, the latter had its own staff to look out for, and Major Davis, along with many other

employees of the *Times*, found himself out of work. In 1879 the *Picayune* found a place for him, but he had to begin life all over, and start as a reporter. He was a writer of considerable charm and a good news-gatherer. His work at the Cotton Centennial Exposition in 1884 and 1885 attracted much attention. Finally, his ability led to his promotion to the editorial staff, and when C. Harrison Parker retired as head of the paper, having been appointed state tax collector, it was Major Davis who was chosen to succeed him.

For over a quarter of a century Major Davis wrote the *Picayune's* leading editorials. He was a man absolutely without fear, but his gentle courtesy made him always reluctant to say or write anything that would give pain, and it is possible that his editorial work lacked for that reason the vigor and incisiveness, say, of Parker's. Parker's writings were always brilliant and frequently censorious; he did not concern himself about those whom he offended in doing what he considered his duty. But his was the bludgeon rather than the rapier, and Major Davis preferred an even more inoffensive weapon. He used to observe long hours of labor, and gave himself scant hours of recreation and never took a real vacation. When he left his desk, it was to go to his home in Royal street, in a house which had served Andrew Jackson as headquarters, in 1815. There Mrs. Davis dispensed a hospitality the like of which New Orleans has not known since her time. At her "afternoons" everybody who considered himself anybody felt obliged to be present. But Mrs. Davis's strength was largely of the spirit. She needed the sustaining tenderness which the old major never failed to supply. He was the knightliest of lovers, the most devoted of companions. When Mrs. Davis passed away at the end of the year 1908, Major Davis kept the home intact, though he lived there alone, until the consolidation of the *Picayune* and the *Times Democrat* brought his long professional career to a close. He then went to live with his daughter, and it was under her roof that he passed away, two or three years later.

To the end of his life he kept the erect, military carriage which was one of his distinguishing attributes. After his retirement he kept up the habits of a generation, making a daily pilgrimage to the old office and his old home, eating his lunch in the same familiar restaurant, at the familiar table where, for over thirty years, he had foregathered with the members of his

staff, at the end of each day's labors. After this pathetic parade, he would return to the new home. His end came as a consequence of two bereavements—the sudden death of a dearly-loved brother, and that of Col. E. M. Hudson, long an intimate friend. He and Col. Hudson had been companions in college and camp. They had hardly ever been separated. In age their friendship had become necessary to each other. The shock of these two losses served to break the old Major's will to live as nothing else had done. A short time after Col. Hudson was borne to the grave, Major Davis fell ill, and on the eve of Carnival he passed away. I remember his pathetic funeral at an hour when all the rest of the city was rioting in Mardi Gras festivities. On the coffin was draped a Confederate flag, and over the remains were read the impressive services of the Episcopal Church, with which, although not a communicant, Major Davis was in full sympathy. Then we accompanied the casket to Metairie cemetery and saw it laid to rest beside Mrs. Davis—a few of us, old comrades of the Major's at the *Picayune* who knew and loved him for his gentleness, his courtesy, his courage, his high ideals of duty and service, his simplicity and goodness.

I am reminded, as I close this article, that it is the privilege of middle age to look back to youth, and find it very good. Perhaps I am influenced by the glamor of the long ago; but it seems to me that, somehow, in spite of the many mechanical imperfections of the newspaper which we made twenty-five years ago—in spite of the somewhat Bohemian and unprofessional attitude which was "de rigueur" in my time—that the oldtime newspapers were better than we have today. At least they had personality. No one ever confounded the *Picayune* with the *Times Democrat*, or the *States* with the *Item*, even in respect to physical appearance. One could tell each paper as far off as one could see it. Not long ago I had occasion to examine a file of the *Picayune* of that period, and it surprised me to discover how much there was in it that was still interesting to read. We seem to have cared more for literature then than our successors do today; or at any rate we seem to have tried to write literature whenever the opportunity afforded. And we were good comrades. We who worked together under the many limitations of finance and commendation that were accepted as necessary in those days (though I question if they really were), loved each other, and whenever hours of trial came, as they came even to the care-free reporter of those days,

we did not withhold from one another either sympathy or money, but stood shoulder to shoulder, loyal even with our purses, till the evil moment passed. We fought for good causes, too. I remember that it fell to me to make the exposures regarding the existence of leprosy in New Orleans which led to the establishment of the State Leper hospital and so to the great United States leprosarium at Carville. It is, perhaps, indicative of the lax discipline of those days that a reporter could, on his own initiative, start that sensational series of articles and carry them on until the whole city was wrought up to a hysteria of anger and fear. But we always felt that the *Picayune* stood for the right; a just cause needed no consultation; we were free to break a lance for it whenever that seemed desirable, and we could count on the backing of our superiors if the breakage threatened to involve our own heads—as sometimes happened. In fact, it was a remarkable period in the evolution of local journalism. Some day someone with the necessary historical gift will write a fuller story of that time, and pay tribute to others than those I have mentioned—to Baker, of *The Times-Democrat*, who was a really great man; Stephen Pool, Norman Walker, Thomas G. Rapier, Walker Ross, and a score of others who have left indelibly impressed upon the community the signet of their individualities. New Orleans owes much to these men, although perhaps the generation of today, which enjoys the city that these helped more than most to make, may not be aware of that fact.



THE NEW ORLEANS TIMES AND THE NEW ORLEANS DEMOCRAT.

By W. O. Hart.

It is with some gratification that I discuss this subject because my earliest recollection of a New Orleans paper is the New Orleans Times, and I was a reader of the Democrat from its first issue to its last, as a separate paper. While a native of New Orleans, I was absent therefrom from 1862 to 1867, and in that year my mother and myself paid a visit to the city, and as a nine year old boy I saw and began to read the Times.

The New Orleans Times was founded September 20, 1863, by Thomas P. May & Company. At that time the city was in the hands of Federal Military authorities and their censorship of the press was rigorous. Many publications were suppressed and among these was the Crescent, the plant of which was taken over by the founders of the Times, and The Times was launched as a Union newspaper.

It was permitted to print a large part of the news of the day, and was a financial success from the beginning. It appeared as a four page, seven column sheet and the owners started the paper with the idea of reconstruction uppermost in mind. They believed the end of the war was near, and they preached the immediate revival of trade and development. Within a few months, the paper passed into the hands of W. H. C. King, a practical newspaper man. At his death, five years later, the Times passed into the control of C. A. Weed.

At this time Mark F. Bigney, a newspaper man of large experience, was the editor and Henry Green was the Business Manager, and these three represented a splendid newspaper triumvirate. In time Mr. Bigney became the editor and one of the owners of the Item, which paper still exists and flourishes.

It was largely through the efforts of the Times that the beautiful marble statue of Benjamin Franklin, for many years in Lafayette Square and now in the Public Library, was secured for New Orleans.

Before the War, Hiram Powers, its sculptor, had contracted to execute a statue of Lafayette for the city, to be placed in Lafayette Square, but the plan fell through; and when an oppor-

tunity presented itself for our people to secure the last creation of Powers, Mr. W. A. Weed, a son of C. A. Weed, put up the money necessary and the statue was received. One condition made by him was that the statue should always face Camp street, his stationery store being next to that of the paper, and so it was placed when in the centre of the Square, and afterwards when nearer Camp street.

Louisiana had another statue by Powers,—one of Washington which was in the State House at Baton Rouge, but on the capture of that city, was taken away and sent to Maine; soon after the War it was returned to Baton Rouge and placed in the University, the Capitol at that time not having been repaired after the fire which practically destroyed it. It was sent to New Orleans for exhibition at one of our State Fairs about 1870, and was destroyed by fire in a warehouse while boxed ready to be shipped back to Baton Rouge.

For a few days during the reconstruction era, the Times was suppressed by Federal authorities following the seizure thereof by the United States Marshal under the orders of E. H. Durell, United States District Judge. After a few days suspension, it reappeared and continued daily until it was consolidated with the Democrat under the name of the Times-Democrat on December 4, 1881.

The Times was always a conservative paper and though it did not support Kellogg for Governor, in course of time after he had been recognized by President Grant, it more or less supported the existing condition of things, on the theory perhaps, that it was best to accept the inevitable.

One of the features of the paper at this time was the "Round-About Column," which eventually became the Questions and Answers Column, and was supposed to reflect the opinions and questions of the public at large.

Charles Clinton, a native, I think, of Iowa, was counted in as Auditor on the Kellogg ticket in 1872, but resigned a little less than a year before his time expired and purchased the New Orleans Times. His brother-in-law, Mr. Stoutmeyer, was the editor and William Henry Harrison Judson was the Business Manager, and the paper progressed in influence and value from day to day. Mr. Stoutmeyer was an able and vigorous writer and quite a wit, and one of his puns I remember was "if you

expect to rate as a gentleman you must not spit on the floor." Mr. Judson was afterwards connected with the Democrat and with the Times-Democrat.

The Times strongly supported as the Democratic candidate for Governor in 1876, Davidson B. Penn, an eminent citizen of New Orleans and a distinguished Confederate Veteran. Mr. Penn was nominated for Governor on the Liberal Republican ticket in 1872, but when the fusion took place with the Democratic party before the election, John McEnery was selected as the candidate for Governor and Mr. Penn as the candidate for Lieutenant-Governor, and though both were elected, they were counted out by the returning board and William P. Kellogg and C. C. Antoine, a negro, returned as elected, and recognized by President Grant, and supported by Federal bayonets, remained in office for four years.

In 1874, when the Kellogg government was routed and took refuge in the Custom House, abandoning the State House, which was then in the old St. Louis Hotel, Mr. Penn became Acting Governor, Governor McEnery being temporarily absent from the State, but after a few days in office he was deposed by the President and Kellogg re-instated.

The Times was in my opinion the best newspaper that New Orleans ever had. Besides being ably edited, its news service, both local and otherwise, was in the hands of strong and competent men, and there was no source of supply which it did not exhaust. Of the many eminent men connected with the paper, there are only five living, as I now recall, Mr. Norman Walker,* now connected with the Times-Picayune, where he has been for ten years, previous to that being with the Picayune for thirty-six years; Mr. John P. Coleman, now a special news writer for the States and Secretary to the Mayor of New Orleans; Mr. Charles A. Donnaud, Mr. A. L. Donnaud and Mr. George W. Vandervort, who served the paper in various capacities, Mr. A. L. Donnaud still being connected with the Times-Picayune in the Advertising Department; but I must mention five outstanding figures who have long since passed away: E. C. Hancock and E. N. Hancock, not brothers in blood, but brothers in journalism; Judge Alexander Walker, the father of Norman Walker, who during his long journalistic career was connected with every paper in New Orleans; Henry Guy Carle-

*Since deceased.

ton, whose poem "Andromeda Unchained," won the prize for the best descriptive poem of the Yellow Fever Scourge of 1878, and Mrs. Virginia Dimitry Ruth, Daughter of Alexander Dimitry, Louisiana's foremost scholar and educator, whose poems and literary criticisms were features of the paper. Mrs. Ruth has not received the credit she deserves for her newspaper and literary work and I hope some day her fugitive pieces may be gathered and published in book form for the benefit of the present and future generations.

As a prelude to consolidation with the Democrat, the Times was purchased by E. A. Burke, the editor and owner of the Democrat, and like many other large transactions, a law suit ensued. Marion A. Baker, who had negotiated the sale, claimed compensation from Mr. Clinton for so doing, but Mr. Clinton contested the suit on the ground that the services of Mr. Baker were purely voluntary, but the Courts held otherwise and he received a substantial judgment through the Court of Appeals for the Parish of Orleans.

My earliest recollection of the location of the Times was at 70 Camp Street (old number) two doors above the Picayune, which was at 66 Camp Street, just opposite Commercial Place; the Times remained in the location just mentioned until 1879, when it moved to the magnificent building known as No. 29 Camp Street, and No. 116 Common Street, for many years occupied by the crockery firm of W. C. Shepherd & Co., and more recently by the United States Savings Bank. In 1874 the Times supported many of the Democratic candidates for the Legislature, specially and insistently commended to the voters Edward L. Bower and Benjamin C. Elliott, the candidates for Representatives from the Fourteenth Ward, who were both elected. Mr. Bower for many years was Chief Clerk to the different Mayors and Mr. Elliott was a prominent member of the Bar. In 1876 the Times supported the Democratic ticket, headed by General Francis T. Nicholls for Governor, and its influence assisted greatly in the establishment of the Democratic government after the election.

In 1875 was established the Weekly Delta, a strong Democratic paper, owned and edited by E. L. Jewell, a talented and forcible writer, at No. 74 Camp Street, and when the Democrat was founded December 19, 1875, to voice protest against the excesses of the "Carpet-Bagger" era, and in an effort, it is said, to have a daily organ of expression for the "Last Ditch Bourbon

Democracy," Mr. Jewell was for a time connected therewith. The Democrat was radically Democratic and its charter contained a clause that forbade its stock passing into any but Democratic hands.

The real originator of the Democrat was George W. Dupre, at that time a member of the Legislature, and later Clerk of the Supreme Court and Manager and Editor of the States. The paper was first established at the Delta Office at No. 74 Camp Street, and with the Picayune, at No. 66 Camp Street, for a while the three English-speaking papers of New Orleans were all on the same block, Camp Street between Gravier and Natchez streets. The Democrat for a short time was in Commercial Place and in 1877 removed to No. 109 Gravier Street, and in 1879 became permanently located at No. 62 Camp Street, again in "Newspaper Row."

I have been advised that Commercial Place before the War between the States was cut from Camp to St. Charles Streets between Poydras and Gravier streets through the efforts of Mr. W. M. Holbrook, then the owner of the Picayune, so that access might be had direct with the office of the paper from St. Charles street.

Among the incorporators of the Democrat were those well known citizens and sterling Democrats: John McEnery, B. F. Jonas, H. D. Ogden, Dr. D. Warren Brickell, Dr. Samuel Choppin, Richard Milliken, Edward Booth, C. E. Austin, Col. Eugene Waggaman and E. John Ellis.

Its first editor was Richard Tyler, of Virginia, son of President Tyler, and he was succeeded by Major H. J. Hearsey, of Shreveport, a prominent Louisiana journalist, who afterwards became the founder of the States, and served the people there for many years, becoming later practically the owner of the entire paper. Under the guidance of Major Hearsey the Democrat rose to great popularity and was rated high in the journalistic ranks of the day.

The Herald, hereafter mentioned, was the first newspaper in New Orleans to publish cartoons and the Democrat was the second; and while when considered today, they were very crude and the likenesses of those shown therein hardly recognizable, they were of great service in the campaign of 1876—calling to mind the trite expression of Tweed when Thomas Nast, the greatest cartoonist who ever lived, was harpooning him in Har-

per's Weekly, and the newspapers of New York were lambasting him from right to left, when he said: "I don't care what they write about me, if I could only stop them pictures."

The cartoons in the Democrat were particularly severe against General R. B. Hayes, the candidate of the Republican Party for President and almost daily ridiculed his statement that he would not be a candidate for a second term. Hayes, however, turned out to be a most progressive and able President and it was by his withdrawal of the Federal troops from New Orleans that Louisiana was restored to its own and reconstruction came to an end, and Major Burke, heretofore referred to, was one of those chiefly instrumental in getting the Nicholls Government recognized by the President. Mr. Hayes was true to his word, moreover, and when the time came for the Presidential election of 1880, he refused even to allow his name to go before the Ohio Convention for endorsement as a candidate for re-election.

After the election of Governor Nicholls, the Democrat became the official journal of the State but a question of patronage caused a change and the Democrat then became rather independent and started a campaign for a Constitutional Convention, and the constitution framed and adopted by it in 1879, cut short the terms of Governor Nicholls and others elected and appointed in 1876 and 1877, by eight months to a year. The day the Constitution was ratified, December 4, 1879, the Democrat passed into the control of Major Burke, and Major Hearsey, resigning as editor soon afterwards, established the States.

Two noted figures occur as I speak of the Democrat: Major John Augustin, a noted opera critic, and Charles E. Whitney, well known in the newspaper field, and probably the best all-round newspaper man that ever served the people of New Orleans. Major Burke made important changes in the policy of the paper. Its political activity was curbed and its columns were devoted largely to the commercial upbuilding of the State.

The Times and the Democrat were consolidated and the first issue of the Times-Democrat appeared on December 4, 1881, its headquarters being the office of the The Democrat, No. 62 Camp Street. During the existence of these papers, there were many other newspapers in New Orleans, all of which now repose in the journalistic cemetery. I might mention the German Gazette, established in 1847; the New Orleans Bee, the well-known

French daily, the first number of which appeared on September 1, 1827, and which only ceased to exist a few years ago; the Delta, before referred to; the Bulletin, the Herald, the Ledger, and there were others I do not now recall.

Major Burke did more than any one man in the State to secure the election of Governor Nicholls in 1876, and his recognition as Governor in 1877. Being connected with the old Jackson Road, now the Illinois Central, he side-tracked and delayed a train bearing Federal troops to New Orleans, and thus made possible the 14th of September. He was Director-General of the great Cotton Centennial and World's Industrial Exposition held in this city in 1884 and 1885, which placed New Orleans on the map and opened to the world the great possibilities of the South. He is now an old man, living in exile in a foreign land, Honduras, technically, a fugitive from justice, because there is an indictment against him in the Courts of the Parish of Orleans, charging him with offenses connected with the State debt; but he did so much for New Orleans and Louisiana, that he should be forgiven and allowed to return to his home in this city.*

Before closing what is at best but a feeble effort to reproduce history, I feel it not out of place to say something about one for many years connected with the press of this city, and who for a year was the Managing Editor of the Democrat, and then became the Managing Editor of the Times-Democrat, with which paper he remained until his death, twenty-nine years thereafter. I refer to Page Mercer Baker, who was born in Pensacola, Fla., February 23, 1840. His father, James McCutchen Baker, a native of Philadelphia, had served as a midshipman under Commodore Stephen Decatur in the War of 1812. He was always interested in shipping and Maritime matters, and was commander of one of the American transports that carried General Winfield Scott's army to Vera Cruz, whence they marched on and captured the City of Mexico. Marion A. Baker, his eldest son, hereinafter referred to, accompanied him on this trip, and, although still a boy, published a little paper for the army, the first effort in a profession in which several members of the Baker family were destined to win distinction. Mr. Baker's mother, Miss Ann Eliza Mercer, was a native of Baltimore.

*Since this paper was written all the criminal charges in the courts of Louisiana against Major Burke have been dismissed and he is free to return to the state whenever he desires.

Mr. Baker was educated in the Pensacola schools. He was an ardent athlete, and during his younger days, he held the amateur championship as oarsman for the Gulf Coast. Being prevented from going to college, Mr. Baker came to New Orleans in 1858, only eighteen years of age, where he secured a position with a near relative, Mr. McCutcheon, of the hardware firm of McCutcheon, Howell & Co. He was made the traveling agent of the firm, and as such did a great deal of journeying through Northern Louisiana, Texas, and Arkansas, a section almost destitute of railroads at the time, and where most of the traveling had to be done on horseback and at considerable risk and danger; and this experience gave Mr. Baker a taste for horsemanship, to which he was devoted until the last few years of his life.

Although not yet of age, when Louisiana seceded from the Union, Mr. Baker at once joined the Louisiana Rifles, and one of the first volunteer organizations to tender its services to the Confederacy, and was with the first battalion to leave New Orleans for Virginia, and took part in the campaign that year on the Peninsular. His younger brother, Henry H. Baker, followed soon afterwards with the Washington Artillery, under Major J. B. Walton. Henry was seriously wounded at the first battle of Bull Run and taken to one of the Confederate Hospitals at Richmond. In order to be with his brother and to nurse him, Mr. Baker secured a transfer to the Washington Artillery, Fourth Company, under Captain, afterwards Colonel, B. F. Eshleman, with which organization he remained for several years. He was present at many of the most notable battles fought in Virginia—"Williamsburg," "Seven Pines," "Malvern Hill," and the entire seven days fighting around Richmond. He then participated in the Maryland Campaign, fighting at Rappahannock Station, Second Manassas, crossing into Maryland on September 7, 1862, at Leesburg. He was at Fredericksburg, and the entire Gettysburg campaign. He was taken seriously ill during the retreat from Antietam, or Sharpsburg, and only the care and attention of his brother Henry saved his life on that occasion.

During the last year of the War between the States, differences with a superior officer led him to ask a transfer to the Navy; and this was granted by Stephen R. Mallory, then Secretary of the Navy, and a close personal friend and neighbor of the Bakers at Pensacola. He was detailed to the Confederate

vessel Tuscaloosa, then in Mobile Waters, on which his elder brother, Captain James McC. Baker, was serving. There was little for the Confederate Navy to do in those waters, as it was so outnumbered by Farragut's fleet; but the young midshipman conceived a plan which, had it been carried out, would have been one of the most daring Naval exploits of modern times. His plan was by using a small boat and by swimming, for he was a magnificent swimmer, to reach sufficiently near the chief battleship of the Federal fleet, as to dash a torpedo against it and destroy the vessel, with naturally very little chance of the attacking party escaping. The attack, however, was never carried out, for the entire party narrowly escaped capture; and the Confederate Commander would not permit the experiment to be made a second time.

After the surrender, Page Baker returned to New Orleans marrying Miss Fell, daughter of Peter R. Fell; Mrs. Baker died in the early eighties, Mr. Baker subsequently marrying her sister, who survived him.

He was engaged in several enterprises in lines of business in New Orleans, being part of the time with his father-in-law and brother-in-law, Peter R. Fell and John R. Fell, respectively, in the insurance business. Again, he had the contract for filling up the canal which then laid in the center or neutral ground, of Canal Street, and gave that thoroughfare its name.

In 1868, fifty-six years ago, he had his first experience in the newspaper business, thanks to his elder brother, Marion Baker. The latter had been in journalism some years before the War as a reporter and city editor of the Delta. He was city editor at the time of the Picayune, and Mr. Baker secured a position as reporter on that paper. He was active in the work of the redemption of Louisiana from the miseries of reconstruction, and was one of the members of the Committee of one hundred sent to Washington in 1872 to protest to President Grant against the military policy which the President was pursuing in regard to Louisiana. About this time he was one of the founders of the New Orleans Herald, a paper which worked earnestly for the success of the cause of white supremacy, of which Mr. Baker was at that time one of the most ardent supporters. The Herald met with success, and in 1873 purchased the Picayune, to which paper Mr. Baker returned as one of the leading editors. Later he established the Bulletin, in con-

nection with Dan Byerly, and that paper urged the organization of the white men of Louisiana for the purpose of throwing off by force of arms the Republican government which oppressed the State. The Bulletin was one of the strongest advocates and suggesters of the White League; and it was largely through its earnest and eloquent appeals, written by Mr. Baker, that the league was finally organized and armed and equipped for battle. The result is history, the famous battle of September 14, 1874, on the levee front when the Metropolitan police were crushed and the beginning of the end of carpet-bag misrule in Louisiana was foreseen.

The Bulletin was sorely crippled by the killing of Dan Byerly, its chief owner, and Mr. Baker's health not being the best at the time, he retired temporarily from journalism. In 1880, however, he returned to his favorite work, accepting the position of Managing Editor of the Democrat. When, in 1881, the Times was purchased and the two papers consolidated into the Times-Democrat, he retained the Managing Editorship.

Mr. Baker, from his earliest newspaper days, took a deep interest in the theatre and was probably the best dramatic critic in New Orleans. He had held that position in his first years of work on the Picayune; and he never lost this title or his interest in the stage. He was a frequent visitor to the theatre and even in his latter years, not only discussed the plays and actors he saw, but kept a watchful eye over the theatrical criticism in the Times-Democrat, and frequently suggested, if he did not dictate them. He was a rare judge of both the play and the acting, and this faculty threw him into close intercourse with most of the great actors of his time. Booth, Barrett, Mansfield, Sothorn, Julia Marlowe, Mary Mannering and others, were his personal friends and recognized the strength of his critical judgment.

Mr. Baker believed that a newspaper should not be simply a purveyor of news, but the patron and supporter of the drama and of literature; and that it should give every assistance in its power to the encouragement and development of local literary talent. He was able, in his position as manager, to give material aid to budding genius; and few papers have given more men of literary talents to the world than the Times-Democrat during his management. It was to him that Lafcadio Hearn owed his introduction to literature—as Hearn recognized on dedicating

his first book to Mr. Baker. Hearn was only one of a long list of men and women, Carleton, Bisland, Austin, Abbott and a dozen others, who got their first chance at literary work through the kindness and encouragement of Page Baker. This work naturally threw him into intercourse with a number of the great publishers and literary men of this country. Samuel L. Clemmens (Mark Twain), Henry Watterson and men of that stamp never paid a visit to New Orleans without a personal call on their friend, Mr. Baker, whose services to the fields of literature, as well as journalism, they recognized and honored.

Mr. Baker was the originator of what is now known as the Times-Picayune Toy and Doll Fund through which thousands, tens of thousands and hundreds of thousands of children have been made happy by the annual recurrence of the toy distribution at Christmas. The fund will live forever and countless children, yet unborn, will rise up to bless the name of Page M. Baker for through him, as was the case with Charles Dickens, many will know for the first time the real meaning of Christmas.

Mr. Baker died May 28, 1910, respected and honored by all.



"L'ABEILLE DE LA NOUVELLE-ORLEANS."*

By Bussiere Rouen

In its number of December 6, 1923, there appeared an editorial entitled: "La fin de l'Abeille" (the end of the *Bee*), and the sad news was thus conveyed to us of the passing away on December 27, 1923 of that newspaper, "la Vieille Beille" as the country folks styled "L'Abeille de la Nouvelle-Orléans", which had been founded on September 1, 1827 and would have celebrated its one hundredth anniversary in three and a half years.

It is with some degree of shame that we admit *L'Abeille* should not have died. Attempts were made at different times to save the old French newspaper; several meetings were convened at the French Consulate and, finally, a stock company was started at a conference held in the rooms of the Association of Commerce; I was present on that occasion and with other friends started a subscription list, but the amount necessary to keep the good and venerable sheet on the press was never reached; far from it; there was no response from those who should have given their support to the movement.

Up to, and including seven months of the year 1916, the laws of our State and the judicial sales and other advertisements were published in the English and French languages and the *Bee* was always selected as the official organ for advertisements in French; but Act No. 24 of the Legislature of 1914, effective on July 31, 1916, put an end to the French publications; that, really, was the blow which proved fatal to the *Bee*; its existence thereafter was precarious and, although its affairs were handled with ability by some of its editors and publishers, in the end its treasury suffered from a gradual depletion caused by expenses far in excess of the returns. In other words, what I am giving you tonight, my friends, is in the nature of a proces-verbal of a "post mortem" held over the remains of a dear old companion of our leisure moments and always a welcome visitor to our homes, with a tremendous influence for good.

Col. Hugues de la Vergne, who was its proprietor for several years, gave the entire collection and files of *L'Abeille* to the Louisiana Historical Society where they can be consulted by the seeker of literary, artistic or historic material relating to a past which

*The New Orleans *Bee*. Paper read at Soiree of "Le Salon de Belles-Lettres" in the beginning of 1924.

contains some of the most thrilling episodes of the history of our beloved Commonwealth; which happenings were always well and truthfully narrated in *L'Abeille*. This paper, at all times, boasted, and justly so, of having enjoyed the active cooperation and collaboration of some of our most brilliant journalists, of many of our greatest local writers and erudites. A great many articles that adorned its columns were worthy of any sheet; indeed, it would repay the scholar who would attempt to publish them, or some of them, in a well prepared resumé; it would, undoubtedly, be a task quite arduous and serious; but, what a marvelous store of literary, scientific and historical riches it would disclose. One could then consult admirable descriptions of the life and customs of our ancestors and be led to admire pen-pictures of incidents that are part of our history for one hundred years; if that scholar happens to be a Creole, there will loom up, or flash up before him, the picture of the old family circle, by a cheerful fire-side, and he will surely notice in the hand of the older people a number of *L'Abeille*, which in olden times was a daily paper. I firmly believe that, in the files of the old sheet, can be found an inexhaustible supply of the most captivating folk-lore of Louisiana.

The founder of *L'Abeille* was Mr. François Delaup who died in 1878 at the age of 80 years. Some people believe that the *Bee* was the first paper published in the French language in Louisiana. This impression is erroneous. *Le Courrier de la Louisiane* was born in 1808; its founders were Messrs. Thierry & Dacquenay; there was also *L'Argus* of Mr. Emanuel Cruzat; other papers had also preceded the *Bee*, namely *Le Télégraphe*, *L'Ami des lois*, *Le Louisianais*. By the way, the only paper of that earlier period published in the English language was the *Orleans Gazette*.

We understand that the first home of the *Bee* was at the old No. 94 St. Peter Street. A few years back some of our older French-speaking people raised a mild protest against the attempt to print a part of the *Bee* in the English language. They evidently forgot that about 1830, the English language was acquiring so much importance, it was found expedient to add to their beloved *Abeille* an English page. This was abandoned a few years later.

On the 22nd day of March, 1830, Mr. Delaup sold his interest in the *Bee* to Messrs. Bayon and Duclerc.

The first editor of *L'Abeille* was the Baron René de Perdreauxville who had been a page to Marie Antoinette, the unfortunate

Queen of the French. This gentleman had left his country about the time of the Revolution; but he returned later to become the Governor of the pages of the great Napoleon. After occupying the editorial chair of the *Bee* for one year, he was succeeded by Mr. Maillefert who filled the position from 1828 to 1830.

From 1830 to 1839 the successive Editors were Messrs Thomas Théard, a Creole; Dr. Louis Caboche, Charles Bayon and a Mr. Granet. In 1845, Mr. Paul Arpin assumed the functions. Mr. Numa Dufour then occupied the editorial chair until the advent of Mr. Felix Limet. Mr. Limet having resigned, Mr. Armand Capdevielle took charge as Editor-in-Chief; he devoted his life and his wonderful ability as a writer and as a business man in fostering the interests of the *Bee* and, when he died, the capital of the paper was found intact and its affairs in a flourishing condition. But, circumstances and new conditions alter cases and Messrs Elmore Dufour and Andrieux, who came after Mr. Capdevielle, were compelled to attempt an improvement in the mode of printing and they incurred expenses which they were unable to check and to meet. Difficulties were accumulating rapidly and, notwithstanding the efforts of Messrs Maurice Lafargue, Col. Hugues de la Vergne, Wm. Krebs, André Lafargue, Paul Villéré and St. Marc LeBreton, the end came, casting shadows of sorrow over all those who witnessed the fall of the curtain on December the 27th, 1923.

The Times-Picayune had purchased the *Bee* in 1921, and its owners did all that was in their power to avert the regrettable collapse; but, like their immediate predecessors, they found an indifferent public and they were compelled to abandon a task which was unprofitable and efforts which were unappreciated.

It is impossible to give you any further details; my ten minutes have fairly flown. I must close this incomplete sketch by stating that, in addition to the names cited, above, I must mention several gentlemen with whom I was personally acquainted and who were recognized as distinguished and versatile writers; they are Messrs L. Placide Canonge, Henri Dubos, Dr. Alfred Mercier, Francois Tujague. For lack of time, I omit a great many others who were equal to any literary, artistic or historical task and whose contributions to *L'Abeille* were of the highest order.

At the request of Mr. Armand Capdevielle, the author of this sketch who was his personal friend, became the art critic of

the *Bee*. You will understand that, as a contributor to its columns and as one of its oldest subscribers, he feels deeply the loss of the old friend, *L'Abeille*; he could for hours revive the most pleasant reminiscences and relate interesting anecdotes which are part of its history and which form also a valuable chapter in the annals of newspaperdom in New Orleans.

I desire to thank our kind President, Mrs. Marie Kaufman McLean, for her invitation to take part in this "soirée antique" of the "Salon de Belles-Lettres" and for the agreeable task assigned to me.



A GREAT LOUISIANA PLANTATION OF THE FRENCH COLONIAL PERIOD, 1737-1738.

By Henry P. Dart.

The documents printed in this issue under the title "Documents Concerning Sale of Chaouachas Plantation in Louisiana," are a distinct contribution to the economic history of Colonial Louisiana. The vendors were the original grantees or concessionaires of the famous Natchez, Chaouachas and Little Desert Concessions. Their titles originated in grants from the Company of the West (Company of the Indies) in 1718-19. A part of the history of these places is given in the documents printed in the July, 1925, issue of the *Quarterly* under the title "The Concession at Natchez" (pp. 389-397). It appears from this that the owners had poured out large sums of money to populate and cultivate the Natchez grant, all of it lost through the Natchez Massacre in 1729 that depopulated the Concession which thereafter remained uncultivated.

The Natchez Concession was at or near the present site of the City of Natchez at that time a part of the Colony of Louisiana. The Chaouachas Grant (or plantation) was at English Turn, about seven leagues below the site of New Orleans as that settlement existed at the time of the grant. Like the name Natchez, this name Chaouaches was that of an Indian tribe occupying the land in Bienville's time. Martin mentions¹ that in 1716 Bienville "spent a few days with Laloire des Ursins in order to have a conference with the head men of the Chaouachas tribe who (?) lived a little below the spot on which the City of New Orleans is built." Laloire was living "in the fort on the Mississippi as director of Crozat's Concerns on the river" (p 188). This fort was near or a little below the site of the Chaouachas tribe. The Little Desert plantation was two leagues above New Orleans on the left bank ascending the Mississippi River, and Deiler in his book on the Germans in Louisiana places it as the site of Westwego in Jefferson Parish.

The procurations from Paris authorizing the sale of these plantations show that the owners were a high and mighty set, namely:

¹ Martin History La., Chap. VIII p 189 (Original Edition).

Most High and Mighty Seigneur, My Lord Claude Francois Bidat, Marquis d'Asfeld, Marshal of France, Governor for His Majesty of the City and Citadel of Strasburg, Director General of the fortifications of France, Commander of the Royal and Military Order of Saint Louis, and Knight of the Golden Fleece, residing at Paris in his hotel Rue Neuve des Petits Champs, Parish of Saint Roch;

High and Mighty Lord Messire Louis Charles Armand Fouquet, Chevalier de Belleisle, Brigadier of the King's armies, residing at Paris, Bourbon Street, Quartier Saint Germain des Pres, Parish of Saint Sulpice where we and clerk have charge and power, acting as he has said, for and representing High and Mighty Lord Messire Charles Louis Auguste Fouquet Comte de Belle-isle, his brother, Lieutenant General of the King's armies and Knight of the Royal Orders (des ordres de Sa Majeste);

Messire Gerard Michel de la Jonchere, Councillor of the King in his Councils, Commander, Treasurer General of the Royal and Military Order of Saint Louis, former Treasurer General and General paymaster of the armies, residing at Paris, on Saint Honoré Street, St. Roch Parish, associated in concessions in the Colony of Louisiana in America, granted them by the Company of the Indies; and,

Most High and Most Mighty Lady Madam Louise Madeline LeBlanc, widow of Most High and Most Mighty Lord Messire St. Esprit Juvenal d'Harville des Ursins Chevalier Marquis de Trainal, Colonel of Horse, Lieutenant of the Regiment of Orleans Dragoons, Lord of Douë Bergeresse Chauffrix Chant-Marle Malicorne Le Hexus and bas-Mesnil the old fossés de Chailly fosse Rognois and other places my said Lady residing ordinarily at Paris, Grenel Street, Faubourg St. Germain, Parish of Saint Sulpice, being at present in her castle of Douë associate in the Concessions in the Colony of Louisiana in America, granted to her by the Company of the Indies,

It would seem entirely proper that Grandees of this rank should select the highest officers of Louisiana to represent them in the sale and accordingly they designated the two executives of the Colony, Gov. Bienville and Ordonnateur Salmon, for that service. On the other hand the purchasers Messrs Daunoy and Assailly seem to have been without titles and we grieve that at this moment we are not able to tell something more about them.

Our records show, however, they struggled along with their purchases for several years. We are collecting data regarding them and should be able to give that story to our readers at some future occasion. A significant feature of the transaction is the price realized for the four properties, 100,000 livres, which we can safely estimate at about \$20,000 of our money at its purchasing value fifty years ago.

The vendors were among the first to obtain Concessions of Grants of land from the Company of the West in 1718. They paid nothing for the land but were obliged to cultivate and improve it and introduce labor for that purpose. The July Quarterly paper previously referred to shows they expended 200,000 livres on the Natchez Concession and lost it through the failure of the local authorities to safeguard the settlement against the Natchez uprising. But the money lost on that venture was not the hardest part of the story. It is said by the owners and the same view is held by the histories of the period, that this establishment founded at Natchez was populated by men and women of French origin who were far above the usual run of immigrants of that period. Among these people were artisans and agriculturists of a class sadly needed then in Louisiana. The Indians made almost a clean sweep and the loss of these white inhabitants not only destroyed the settlement but it shook the colony to its foundations.

The papers printed in this issue show that the grantees had also expended time and money on the plantation below New Orleans. The inventory indicates that there had been quite an establishment on the Chaouachas Grant including an accumulation of stores that must have been gathered and transported at heavy expense to the grantees. Besides this there were negro slaves and here we are interested in noting that these aggregated more than 150 male and female, large and small. Some are described as having trades and all save the smallest children are indicated as *Piece d'Indie*, that is, slaves brought in from Africa by the Company of the Indies.

The buildings and houses on the properties are described with great detail from which it is possible to draw a picture of this large establishment and to rebuild just how each place was managed at that period. The Chaouachas plantation measured seventy-two arpents front by the usual depth, from which we know it ran some two and a half miles along the Mississippi

river by about a mile and a half in depth. Using a little imagination it is easy to picture this busy establishment, with its array of houses, animals, slaves and the paraphernalia for feeding, clothing and managing such an adventure. The land was devoted to the culture of indigo and doubtless the owners planted and raised the vegetables and meat needed for overseer and workers. Indeed in that period, the Chaouachas plantation must have been only slightly less in importance than the village above it with its high sounding name of New Orleans. The land in question must have been very close to that famous spot Chalmette on which the battle of New Orleans was fought less than a hundred years later, and according to the complaint made in the petition printed in the July Quarterly, the essential characteristics of the landscape are practically the same today, a meadow land, sloping sharply from its highest point at the river edge to impassable swamps in the rear.

An unusual feature of the Inventory is a little library containing a collection of thirty-six books, among them fourteen volumes of the Arabian Nights and several dictionaries. Altogether this collection of documents is one of the most unique that has been discovered in the archives, and it must prove very useful in reconstructing the living conditions of our early colonists. Neither Martin nor Gayarre mention this large operation, so important at the time to the welfare of New Orleans. This would be a singular omission were it not true that the life and adventures of the settlers of Louisiana made little impression on those early chroniclers.

The Quarterly is endeavoring to make its pages a store house and a source book for that revaluation of the facts of Louisiana History that every generation must attempt. This is why we give so much space to original documents, with literal texts and translations, and this is absolutely necessary because the working student is entitled to have before him the documentary proof upon which to exercise his own judgment. Besides, ancient documents have a way of disappearing and once lost or destroyed they are gone forever. A translation, however good, is in that event no substantial substitute for the original text. The printing of original documents is therefore a duty and in each instance a genuine contribution to the steadily increasing stock of information on which our history is based. We have at hand other documents of equal value and importance, and will continue to print

these in the Quarterly until the whole French colonial period is covered. These deal with matters of the same import to which this paper is devoted, a subject all but neglected in the work of our historians.



**DOCUMENTS CONCERNING SALE OF CHAOUACHAS
PLANTATION IN LOUISIANA, 1737-38.**

(From the Archives of the Superior Council of Louisiana at
the Cabildo, New Orleans, La.)

TRANSLATED AND TRANSCRIBED BY HELOISE H. CRUZAT.

I.

TRANSLATION

Procuration (9331).
M. Le Marechal D'asfeld
M Le Chevalier de Belle-
isle for M. le Comte de
Belle-Isle, his brother
and M. De la Jonchere
to Messrs de Bienville
and Salmon
Sept. 10, 1737.

Stamps for two sols the page Gen. of Paris.

Acts of notaries of Paris 7 sols 6 deniers
--

Before the Councillors of the King,
Notaries of the Chalelet of Paris, under-
signed, were present, Most High and
Mighty **Seigneur My Lord Claude Fran-
cois Bidat, Marquis d'Asfeld**, Marshal of
France, Governor for His Majesty of the City and Citadel of
Strasbourg, Director General of the fortifications of France,
Commander of the Royal and Military Order of Saint Louis,
and Knight of the Golden Fleece, residing at Paris in his hotel,
Rue Neuve des Petits Champs, Parish of Saint Roch.

High and Mighty Lord **Messire¹ Louis Charles Armand
Fouquet**, Chevalier de Belleisle, Brigadier of the King's armies,
residing at Paris, Bourbon Street, Quartier Saint Germain des
Prés, Parish of Saint Sulpice where we and clerk have charge
and power, acting as he has said, for and representing High
and Mighty Lord **Messire Charles Louis Auguste Fouquet Comte
de Belle-isle, his brother**, Lieutenant General of the King's
armies and Knight of the Royal Orders (des order de Sa Ma-
jesté).

And **Messire Gerard Michel de la Jonchere**, Councillor of
the King in his Councils, Commander, Treasurer General of the
Royal and Military Order of Saint Louis, former Treasurer Gen-
eral paymaster of the armies, residing at Paris, on Saint
Honoré Street, St. Roch Parish, associated in concessions in the
Colony of Louisiana in America, granted them by the Company
of the Indies, who have voluntarily appointed and constituted
as their general and special attorneys in the said Colony **Mssrs.
de Bienville**, Governor, and **Salmon**, Intendant of the said Col-
ony, or one of them in the absence or default of the other, for

¹Honorable.

the purpose of and in their names of passing **contract of sale** to **Sieurs Daunoy and Assailly** of the plantations and effects they there own at the price and conditions hereafter mentioned :

1^o. The sale shall include the plantation of the Chaouachas now administered by **Sieur Rougeot**, as it is and stands, with all the negroes, negresses, small negresses and negroes thereon; the negroes from the Company of the Indies, according to last information, numbering about one hundred and seven, without however, in the event of some deaths, the purchasers being able to pretend to any reduction in the price as a whole, which will be hereafter stipulated, together with the horses, cattle, tools, utensils and movables and even the tools not actually in use, provisions of all kinds and generally all that may be found on said plantation, an inventory of which shall be taken with **Sieur Rougeot**, manager, at present in charge, copy of which shall remain attached to the record of the contract of sale, in which, however, shall not be included the products of the crop, of all kinds, of the present year and of the preceding ones, as well as the planks and unused lumber delivered and sawed by the negroes of the plantation, which shall remain at disposal of my said Lord, Marshal d'Asfeld and his associates, vendors, the said **Sr. Rougeot** being responsible to them for same through an individual inventory to be taken, the provisions cultivated by the negroes for their own sustenance to be the property of the purchasers.

There shall also be included in the said sale the grant made to the associates of the place called the Little Desert (Le petit desert) in its present condition with its appurtenances which may consist of perpetual or yearly rents (Censives or redevances) which may be due by individual planters, to whom the administrators for the association may have ceded, on certain conditions, some portions of the land conceded to them by the Company of the Indies.

There shall likewise be comprised in the said general sale the site belonging to the association (La Société) in the City of New Orleans, on which it has had a house built which is now in ruins, and in fine the property owned by the association of the large territory granted it by the Company of the Indies in the year one thousand seven hundred and nineteen in the neighborhood of the Natchez, on which the associates had constructed a considerable plantation which was destroyed in the

year one thousand seven hundred and twenty-nine by the Natchez nation; the said Sirs purchasers to make such use of this Natchez territory as they may judge proper, if hereafter the King forms there a new establishment, without, however, the vendors being held towards them by any guarantee.

2°. All of which plantations, lands and other things aforesaid, shall be sold to the said Sirs Assailly and Daunoy, associates in solido, at the price of one hundred thousand livres, payable in ten years, in equal parts of ten thousand livres yearly, beginning on date of signature of contract of sale. The payments shall be made in New Orleans to bearers of procuration of My Lord Marshal d'Asfeld and associates, in current money of France or in good and merchantable indigo delivered in boxes or casks, at prices current in the Colony, at the appointed date of each year upon production of a certificate of four of the principal inhabitants of the said Colony approved and signed (*visé*) by the Governor and the Intendant.

3°. The said sale shall be made on the express condition that the said purchasers shall not sell any of the negroes, coming from the Company (*pieces d'Inde*), small negresses or negroes delivered to them as per inventory until the lapse of five complete years of ownership and having paid vendors the sum of fifty thousand livres which is half of the price of the general sale, under penalty of being obliged to remit immediately to the vendors the same sum they received from sale of negroes, small negresses and negroes, for account of which they will be credited only on the last payment of the said sum of one hundred thousand livres payable in ten years, and to be compelled to same by all possible means as for payment of said principal.

That the said purchasers shall not be allowed during these five years to employ any of the negroes or negresses delivered to them on work on any other territory than those sold to them by the Society without having previously obtained written permission from the vendors which will be granted only on their submitting to pay two hundred livres per negro head thus employed out of the territory sold to them, for which two hundred livres per head they will be credited only on the last payment of principal.

That during the first five years of ownership the purchasers shall be obligated to the maintenance of the same buildings

found on the plantation of the Chouachas, following inventory to be made thereof when delivered to them, it being well understood, however, that if, for their convenience, they wish to pull down some of the buildings badly situated, they will be permitted to do so on replacing the building by one of equal value in another place, for security of which as well as for employment of the negroes on the territories sold, the vendors shall have the right to have the places visited whenever they judge proper, and to prosecute the purchasers by ordinary legal means if they are found to have infringed the positive conditions above stipulated.

Finally, it shall be agreed that if the said purchasers do not retain in their service *Sieur Rougeot*, who is now manager of the Chouachats plantation, and that by the account to be settled with him the vendors are found to owe him some salary, the said purchasers will retain him in their service at least until the payment of the first year of the principal falls due, on which the vendors will pay him what they owe, if the purchasers do not prefer on dismissing him, to advance same, chargeable to the first payments, and generally empowering *Mssrs* said attorneys or one of them to promise and obligate in the aforesaid sale all that they may judge proper.

Done and passed at Paris in office and residence of the parties in the year one thousand seven hundred and thirty-seven on the tenth of September, before noon and have signed the minute of these presents which remain with *M^e Daoust*, one of the undersigned notaries.

(Signed) *Gernau*

(Signed) *D'aoust*.

Sealed the said
day and year
"X Liv.p"

II.

Procuration of
*Madame la Marquise
de Trainal* to
*Messrs de Bienville
and Salmon*
11.9e 1737.

Before *Henry Alexandre Nisos*, Substitute Notary, sworn Established at *Branchet de Douë St Germain Chauffrix Saint Cir* and *Saint Ouën*, under the notary of *Colommiere* in *Brie*, was present

Most High and Most Mighty Lady *Madam Louise Madeleine Le Blanc*, widow of Most High and Most Mighty Lord *Messire² St*

²A title answering to that of Honorable.

Esprit Juvenal d'Harville des Ursins Chevalier Marquis de Trinal, Colonel of Horse, Lieutenant of the Regiment of Orleans Dragoons, Lord of Douë Bergeresse Chauffrix Chant-Marle Melicorne Le Hexus and bas-Mesnil the old fossés de Chailly fosse Rognois and other places, my said Lady residing ordinarily at Paris, Grenel Street, Faubourg St Germain, Parish of Saint Sulpice, being at present in her castle of Douë, associated in the Concessions in the Colony of Louisiana in America, granted to her by the Company of the Indies, with Most High and Mighty Lord My Lord Claude Francois Bidat Marquis d'Asfeld Marshal of France and High and Mighty Lord Messire (honorable) Charles Louis Auguste Fouquet, Count of Belleisle, Lieutenant General of the King's armies and Knight of His Majesty's orders³ and Messire Gerard Michel de La Jonchere, Treasurer General of the Royal and Military Order of Saint Louis.

Who has voluntarily and conjointly with the said aforesaid Sieurs and associates appointed and constituted as their general and special attorneys in the said Colony Messrs de Bienville, Governor, and Salmon, Intendant of the said Colony, or one in the absence or default of the other, for the purpose of proceeding in their name to pass, in favor of Sieurs d'Aunoy and Assailly, contract of sale of the plantations and effects which they there own at the price and conditions hereafter enumerated:

1°. The sale will include the plantation of the Chouachats at present administered by Sieur Rougeot, such as it stands and exists with all the negroes, negresses, small negresses and negroes thereon; the negroes, property of the Company of the Indies (pieces d'Inde)⁴ on last information amounting to about one hundred and seven, without however the purchasers being able to pretend to any reduction in the purchase price, owing to deaths in the interval, which price shall be stipulated hereafter with that of the horses, cattle, tools, utensils, movables and even the tools not in use now, provisions of all kinds and generally all that may be found on said plantation, of which an inventory shall be drawn up with Sieur Rougeot, manager now in charge, copy of which will be attached to the records of the contract of sale, in which however will not be included the products of the crop of all kinds of this present year and of the preceding ones, neither the unused planks and wood for works, delivered and sawed by

³Meaning perhaps His Majesty's Royal Orders.

⁴Piece d'Inde, a negro imported by the Company of the Indies.

the negroes of the plantation, which shall remain at the disposal of Madam the Marchioness de Trainal and of her associate vendors, the said Sieur Rougeot responsible to them for same by a special inventory to be made thereof. The provisions cultivated by the negroes for their own food shall remain to the purchasers.

Shall also be comprised in the said sale the concession made to the Society of the place called Le Petit Desert in the condition it stands with its appurtenances, which may consist of perpetual or yearly rents which may be due by individual planters to whom the administrators for the Associⁿ may have ceded, on certain conditions, some portion of the land conceded to them by the Company of the Indies.

Shall likewise be included in the said general sale the site owned by the Society in the City of New Orleans on which they had a house constructed which is now in ruins, and finally the property belonging to the Society of the large Territory conceded by the Company of the Indies in the year one thousand seven hundred and nineteen in the neighborhood of the Natchez, where the said Society had established a considerable plantation which was destroyed in the year one thousand seven hundred and twenty-nine by the Natchez nation, such use to be made of this territory of the Natchez that the said Sieurs purchasers may deem proper, if hereafter the King forms a new establishment, without however the vendors being held to any guarantee towards them.

2°. All of which plantations, lots and other things heretofore explained shall be sold to the said Sieurs Assailly and Daunoy associates in solido, at the price of one hundred thousand livres payable within ten years, in equal sums of ten thousand livres at the expiration of each year, to begin on the day of the signature of the contract of sale.

The payments shall be made in New Orleans to the bearers of the procurations of Madam the Marchioness de Trainal and associates, in current money of France or in indigo, good and merchantable, delivered in boxes or in casks at the price current in the Colony at the date of expiration each year, furnishing a certificate from four of the principal residents (or planters) of the said Colony approved and signed by the Governor or Commandant and the Intendant.

3°. The said sale shall be made on the express conditions that the purchasers cannot sell any of the negroes, piece d'Inde,

small negresses and negroes delivered to them following the inventory until five years of ownership have elapsed and after having paid to the vendors up to the amount of fifty thousand livres, which is half of the price of the general sale, under penalty of being obligated to remit, immediately, to the vendors the same sum they may have received from the sale of the negroes, negresses and small negroes, which sum will be credited to their account only on the last payment of the said sum of one hundred thousand livres, payable in ten years and to be compelled thereto by all means as for the payment of the said principal (capital).

That during these five years the purchasers shall not be allowed to employ any of the negroes or negresses delivered to them to work on any other territory than that sold to them by the Society without previously having obtained written permission from the vendors which will be granted to them only on their agreeing to pay them two hundred livres per negro head thus employed outside of the territory sold to them, which two hundred livres per negro head will be credited to them only on the last payment of the principal (capital).

That during the said five first years of ownership the purchasers shall be obligated to maintain the same buildings found on the plantation of the Chaouachas as per inventory made of them when delivered, it being understood however that if, for their convenience, they wished to demolish some of the buildings found to be badly situated, they would be permitted to do so in replacing it by a building of equal value in another place, for security of which, as for the employment of the negroes on the territories sold, the vendors shall be free to have the places visited whenever and at all times they may think proper and to prosecute the purchasers by the ordinary course of justice if he find them in contravention of the positive conditions above stipulated.

Lastly it shall be agreed that if the purchasers do not maintain in their service Sr. Rougeot who is at present manager of the plantation of the Chaouachats and that by account settled with him the vendors are found to owe him any salary, the said purchasers will at least keep him in their service until payment of the first year of the capital falls due, on which vendors will have paid to him what they may owe him, if the purchasers should not prefer in dismissing him advancing same to be computed on the first payments.

And generally to have my said Sieurs attorneys or one of them by reason of the aforesaid sale, make all that they may judge proper, promising, obligating, and done and passed at the chateau de Done before the notary undersigned in the presence of my Lord Cesar le Blanc, Evesque d'Avranches and of Sieur Francois Armand Lhaillier, Lord de Chalendos, both being present in this place, witnesses who have with Mad. Raine constituent and notary signed these presents this year one thousand seven hundred and thirty-seven on the tenth of September after noon, thus signed Louise Madeleine Le Blanc Marquise de Trainal, Cesar le Blanc Evesque d'Avranches, Francois Armand Lhaillier de Chalendos with Nitos Notary and lower down is written: Controlled at Coulommier,

September eighteenth one thousand seven hundred and thirty-seven. Signed: Chamier.

Act of deposit of
the deposition of
Madame La
Marquise de Trainal.
Sept. 24, 1737.
Sealed day and
year R Enp.

In the original of these presents certified as true and deposited as minute with M^{re} Daoust notary, by Sieur Francois Simon, burgher of Paris, there residing, Saint Louis Street, Parish of Saint Roch, following act of this day, September twenty-fourth, one thousand seven hundred and thirty-seven, the whole remaining with said M^{re} Daoust notary. Signed: Gervais, (Signed) D'aoust.

Legalisation.

We, Provost of the Merchants and eschevins^a of the City of Paris, certify to all whom it may concern that M^{re} Gervais and D'aoust are Councillors of the King and notaries at the Chatelet of Paris and that faith may be had in the above acts and other parts signed by them.

In testimony whereof we have signed these presents and have affixed to them the seal of the City of Paris.

Done at the Bureaux of the City, September twenty-fifth, one thousand seven hundred and thirty-seven.

Signed: Turgot. Councault. Lavesque.

Sealed the said day. R. Ensbd.

hastanier. Vevoz. Meny

PAXxbusEv.

^aM. le Maltre, Head Clerk or principal in notarial office; the notary who keeps the deeds.

^bPrévôt des Marchands de Paris, (old), meant Mayor of Paris. Eschevin was a name given to a police officer in Paris, Lyons, Marseilles; in Toulouse he was called "Capitoul," at Bordeaux: "jurat" and in the other towns, sheriff, alderman, eschevin.

III.

Inventory of effects
belonging to the
Concession of
Chatouachas.
January 24, 1738.
(9298)
fo . . .
(2256)

In the year **one thousand seven hundred and thirty-eight**, on the **twenty-fourth of February**, at the request of Sieurs Francois Chastang and Francois Rougeault, Director and Administrator of the concessions of Messrs the Marshal d'Asfeld, Count of Belleisle, associates:

We, Notary Royal of the Province of Louisiana, residing at New Orleans, went from our residence in the said New Orleans to the Concession of Chatouachas, owned by the said Sieurs d'Asfeld and de Belleisle and associates, distance of six leagues from the said city, accompanied by Messrs Assailly and Daunoy for the purpose of taking inventory and description of all the negroes, buildings, cattle and other effects belonging to the said Concession, and this to effect the sale to be made of it to Sieurs Assailly and Daunoy in execution of the procuration of the 10th and 17th of September last, passed before Gervais and d'Aoust, Notaries of Paris, to which inventory we proceeded as follows:

NEGROES, NEGRESSES, SMALL NEGRESSES AND NEGROES

- First A negro (Piecce d'Inde)¹ named Aqua . . . agreed to be about thirty-two years of age, his wife, aged twenty-three years, named Marianne.
- Item Another negro (Piecce d'Inde) named Boress . . . also agreed to be about forty-eight years, his wife, named Jeanne, aged about thirty-three years and a negro boy of about twelve and a half years, named Gouyat.
- Item A negro (P. d'I),¹ named Niat also agreed to be about forty-three years; his wife named Laurence, a Congo aged thirty-one years with their children.
- Item A negro (piecce d'Inde), named Biscornet, agreed to be aged about forty-three years; his wife named Marie Biscornet aged thirty-one years, a negro boy, her child named Biscornet aged seven years, another of four years; another about one year old; a negro girl of twelve years, named Marie; one (P. d'I.) of nine years in all five children.
- Item A negro named Francois, aged about thirty-two years, a bricklayer; his wife named Pinda, aged twenty-eight years, a negro boy of three years, named Mathurin; and

¹P. d'I for Piecce d'Inde. A slave imported for account of the Company of the Indies

- a negro boy of about four months, with a little negress of seven years, their children, in all three children.
- Item A negro (Piece d'Inde), named Gollias, aged nearly thirty-eight years, his wife named Acria aged twenty-nine years, a negress of three years, their child.
- Item A negro, (piece d'Inde), named Simon, aged forty-eight years, his wife named Téloué aged thirty years. A negro of five years, a negress of eight or nine years, another negress of three years, another negress of two years, in all four children.
- Item A negro named La Grandeur (Greatness) aged thirty-eight years, without a wife.
- Item A negro named La Fleur (the flower) who is a runaway since the twenty-sixth of last July, aged twenty-three, has no wife.
- Item (9300) A negro, (Piece d'Inde), named Jean, harness maker, aged thirty-two years, his wife named Bayoc, aged thirty-two years, without children.
- Item A negro, (Piece d'Inde) named Nea Bambara, aged forty-three years, bricklayer; his wife, named Comba Nea, aged thirty-three years, a negro of five years, a negress of two years, their children.
- Item A negro named Sans Façon, aged forty-two years, his wife.
- Item A negro named Charcola, aged thirty-five years, his wife named Anaze, aged about forty-five years, without children.
- Item A negro named Pérel Jean, aged thirty-six years, without a wife.
- Item A negro named Baptiste, aged thirty-three years, a long sawyer, his wife named Nanine of thirty-eight years.
- Item A negro named Jasmin, aged twenty-six years with two little negresses one of whom is aged six years and the other three years.
- Item A negro named Colin, aged thirty-three years and his wife named Perry, aged thirty-eight, without children.
- Item A negro, (piece d'Inde), named Fadiguy, aged thirty-seven years, his wife, Marianne Comba Fadiguy, aged forty-six years, without children.
- Item A negro, (Piece d'Inde), named Bocary, aged forty-three years; his wife named Ragoude, aged thirty-six years and a little negro, her child of three years.
- Item A negro named L'Eveillé ("Wide Awake"), aged twenty-eight years, his wife named Marianne, aged thirty years, without children.
- Item A (negro P. d'I.), named Louis aged forty-three years, his wife named Babet, aged thirty-eight and a child.

- Item A negro named Gros aged thirty-nine years; his wife named Aguimita aged thirty-eight years, a negro boy of seven years and a negress of thirteen years, and one (P. d'I.) of ten years.
- Item One named Sans Soucy ("Without care"), aged twenty-eight years; his wife named Adigune, aged forty-three years and a negro of three years.
- Item One named Ouatiö, aged thirty years, his wife named Calot aged forty-three, without children.
- Item A negro Inv² named Atchoupa, aged fifty-three years, his wife named Cosqoage, aged fifty-three years, without children.
- Item One named Gaza, aged thirty-eight years, his wife named Ouyet, aged thirty-one, with a negro of four years and a negress Nénine, of two years.
- Item One Inv,² named Rolland, aged twenty-eight years, his wife named Jeccabane, aged forty-one years, without children.
- Item A negro (Piece d'Inde), named Michelage, aged forty-one years, without children and without a wife.
- Item A negro named Ceasar, aged thirty-two years; his wife Suzanne, aged twenty-eight years, without children.
- Item A negro (P. d'I.) named Malaya, aged forty-three years, without a wife.
- Item A negro (P. d'I.) named Houlou, aged thirty-eight years, without a wife.
- Item A negro named Guy, aged forty-two years, his wife aged thirty-eight years named Comba Guy.
- Item A negro (P. d'I) named Kiflo aged thirty-two years, his wife Soudo, aged thirty-four years, without children.
- Item A negro named Sivry, aged thirty years, his wife named Prinda Sivry, aged thirty-three years; a negro boy of two years and two little negresses, one of seven and the other of five years.
- Item A negro (P. d'I.) named Simon, aged fifty-one years, without a wife.
- Item A negro named Grandjean (tall John), aged forty years, his wife named Quiame of forty-three years, without children.
- Item A negro (P. d'I.) named Duban, aged thirty-three years, his wife named Gomba Duban, aged twenty-five years, without children.
- Item A negro (P. d'I.), named Mary Couellon, aged thirty-three years, without a wife.
- Item One (P. d'I.) named Congo, aged forty-eight years, without a wife.

²Inv.—Inventoried.

- Item One (P. d'I.) named Gribouille, aged forty-three years, his wife named Anat, aged thirty-eight and a negro boy of ten years; without children.
- Item One (P. d'I.) named Jeannot, aged twenty-eight years, his wife Chaillot of thirty-three years, both runaways since the twenty-fourth of last November.
- Item One P d'I named Baye, aged twenty-nine years, without a wife.
- Item One P d'I named Samba, aged twenty-eight years, without a wife.
- Item One called Dozon, aged thirty years, his wife named Medioza, aged thirty-two years, a negro boy aged fourteen years and another of two years with a little negress aged ten years.
- Item One P d'I named Damage ("Damage") aged thirty-three years, his wife Perrette, aged twenty-six years with a negro boy named Jacques of about a year.
- Item One P d'I Nonion Pavemin, aged thirty-five years and Comba, his wife, of thirty-three years and a negro boy of nine years.
- Item One P d'I named Falgure, aged thirty-three years, without a wife.
- Item A negro named Chocola, aged thirty-eight years, without a wife.
- Item A negress, piece d'Inde, named Dayec of forty-eight years, without children.
- Item One P d'I. named Gampe, aged forty-eight years, without children.
- Item One P d'I named Cammille, aged twenty-seven years and a negro boy, her child, aged five years.
- Item A little negress without father nor mother aged about ten or eleven years.
- Item Two other little negresses, P. d'I., aged one ten and the other seven years.
- Item A negro boy aged thirteen years.
- Item Another named Francois of fourteen years.
- Item One P d'I. named Francois of six years.

CATTLE

HORSES

Two geldings, two Chariot horses, two mares, and one filly, plus a filly.

HORNED CATTLE

Seven steers, six bulls, thirty mother cows, (of which three are lost in woods), thirteen bulls or heifers, thirteen more young.

HOGS

A boar and two sows.

CHICKENS

Fifteen hens and one rooster which Sr. Rougeault had received by inventory.

PIGEONS

About twenty pairs of pigeons.

FURNITURE FURNISHING

Three armoires of which two are in cypress and one of walnut. The lower part of an armoire of sassafras wood.

Item Seven tables, three of which are of walnut, large and small.

Item Nine chairs of white wood and straw, good and bad.

KITCHEN UTENSILS AND OTHERS

Item Four iron spits to roast.

Item Five wooden bed frames.

Item Five glass bottles.

Item A deep wide iron pan (bassine).

Item A linen sleeping frame, much damaged and not serviceable.

Item Two churns to beat butter, one hooped with iron.

Item Six drums of liquor casks (old).

Item Twelve table knives with wooden handles, one of which is broken.

Item Twelve steel forks.

Item Two white wool coverlets, much worn.

Item Two pairs of brass candlesticks and snuffers.

Item Two pairs of andirons, one very common pair for the kitchen.

Item Three old brass saucepans, entirely out of use.

Item An andiron with iron railing serving in the parlor (salle).

Item A brass bean spoon.

Item Three old dog hair blankets; very old.

Item A cast iron bell serving daily to recall the negroes from work.

Item A brass kettle holding about four pots.

Item An oven or furnace centre. (Un centre de four.)

Item Four old wooden chests without locks.

Item A lye-tub, hooped with iron.

Item A seal with spade ends.

Item Four pairs of bed sheets.

Item A priest's surplice and stole.

Item A skimmer.

Item A stay-peg for a forge.

Item An iron axle tree for a cart.

Item Two tin funnels for bottles.

Item An iron to press clothes (erroneously written in original text.)

- Item Four mathematical instruments containing a water level in its case, a half circle with sight (or pinule), a fourth of a circle, an astronomical ring in its case.
- Item A very bad telescope.
- Item A pair of kitchen andirons or spit-rack.
- Item Six glasses in their case.
- Item A very bad dripping pan.

BOOKS

- Item Several books consisting of an astronomical Dictionary in two volumes 2 L.
- The Universal Dictionary in two volumes 1 L.
- The Compendium Dictionary in two vols. 2 L.
- Item Fourteen volumes concerning the world 14 L.
- Item Fourteen volumes of the thousand and one days and thousand and one nights. ("Arabian Nights"). 14 L.
- Item Roman History of Florent 1 L.
- Item Geography of time in one volume 1 L.

OTHER EFFECTS

- Item A large brass boiler for a crew of one hundred men, with its cover.
- Item Another of about eight pots with its cover.
- Item Three woolen and hair mattresses, very old.
- Item A cast iron mortar with its pestle, weighing about thirty lbs.
- Item Three iron kettles.
- Item A bad worn grindstone to sharpen, almost out of service.

TABLE LINEN

- Item A table cloth of flowered linen plus another out of use.
- Item Six coarse table cloths good as well as bad ones.
- Item One dozen worked napkins and two dozen plain ones; good as well as worn.
- Item An old brass strainer.
- Item An old straw pallet.
- Item Two books.
- Item Two seals for sealing one with the arms of France.
- Item The other with the arms of the Count of Belleisle.
- Item Two clyster-pipes, one with attachments.
- Item A ploughshare with peg attached to its tree.
- Item Six bolts of linen of two ells each.
- Item A large tripod to set a caldron on the fire.
- Item Five gimlets.
- Item Twenty-six plates of coarse earthenware, twelve earthen dishes, large and small.
- Item A large soup tureen, Inventoried.
- Item Four earthen saucepans.

Item Two hundred and sixty-six black and blue collars Invd. one of bunting, damaged.

And seeing that eleven o'clock has rung we discontinued the sitting with the consent of the undersigned parties and remitted the said effects to Sr. Rougeault, for the said Sieurs Assailly and Daunoy and have signed:

Daunoy, Assailly, F. Roujot, Chastang, Henry notary.

(9310) And on the said day at two o'clock in the afternoon we continued said inventory and description of the said effects which were found in said Concession.

First in a building serving as a store on said Concession was found:

Seventeen pit saws, ten of which are out of use.

Item Twenty-six saw blades, either cross-cut, or whip-saws, of which twenty-four are not serviceable.

Item One hundred and seventy-nine small saw blades, two of which are mounted and two thirds of the remainder not serviceable.

Item Seventeen new files.

Item One hundred and fifty-eight ditto, large as well as small, all out of use as they are partly broken.

Item Nine tiles squared and cut.

Item Six rough wooden rasps.

Item Three cases of window glasses, in which the value of two cases are broken.

Item Thirty-three Indigo knives.

Item The amount of two full cases of pitchers, entirely broken and thrown out, put here as memorandum.

Item A pair of child's shoes entirely eaten by rats, thrown out and put here as memorandum.

Item One hundred and thirty-three lbs. of large nails for cart plugs.

Item Thirteen hundred and fourteen lbs. of old cut cables, several tons being good only to make tow to calk indigo vats¹ or boats.

Item A barrel of casting, use of which is not known, composed (9311) of seven pieces of brass, iron or wood.

Item Five large butchers' axes and broad axes very much damaged.

Item Twenty-nine lbs. of old pewter composed of old dishes, plates, bed-pan of pewter and skillets Invd. plus two lbs.

Item Seventy-eight lbs. of old iron wire only fit to throw away, however entered here as memorandum.

Item Two tin sprinklers.

Item Two and a half sheaths for horse saddles.

Item Twenty tin stocks.

Item Two large horse combs.

- Item Seven hundred and forty-two common pocket knives, all covered with rust and out of condition to be of any use, thrown out and entered here as memorandum.
- Item Ten pairs of small scissors containing two eaten up with rust and thrown out, here as memorandum.
- Item A damaged net to catch starlings.

And considering that five o'clock has rung we have put off the appraisement with consent of the undersigned Sieurs, which inventoried effects have been remitted to Sieur Rougeault and have signed Daunoy. Assailly. f. Roujot. Chastang. Henry notary.

(9312) And on the twenty-fifth day of the month of January, at seven o'clock in the morning, we proceeded on the inventory as follows:

- First A brass caldron with three feet and its cover (lid).
- Item Two other caldrons, two of them damaged beyond service and fit only for the ironmonger.
- Item An old strainer, an old caldron, a skillet and a wreck of a brass skimmer, not serviceable weighing nine lbs.
- Item Remains of four grindstones, which cannot be mounted again considering that they are very worn, thrown out and set here as memorandum.
- Item An old horse saddle, very much damaged.
- Item A small saddle for a thill-horse with its ridge-band, (Limodier is here put for Limonier.)
- Item Three annulets, of which one is large and two small, very good.
- Item Three beams of a balance, one of which is large and two of medium size with a pair of scales.
- Item Two others, one of which is broken and out of use.
- Item Eight iron weights of fifty lbs. each and one of twenty-five lbs., two of twelve lbs., three of four lbs., each not having been used.
- Item A pair of small scales with brass plates with bean.
- Item A pair of small scales with a half pound weight.
- Item Four hundred and fifty-eight small flints and ball.
- Item One hundred and twelve table knives eaten up and rusty and out of service.
- Item A mould for iron balls.
- Item Six hundred and twenty-five harness buckles; three hundred and fourteen halter rings; thirteen wooden bungs for wine, one hundred and twenty-three floater knives, one hundred and nineteen iron forks and fourteen lbs. of cobblers' nails, the whole in a small case entirely out of use and of no value.

- Item Nine candlesticks of brittle brass, four of which might serve and five broken and out of use with a pair of broken snuffers.
- Item A case of couplings entirely out of use and of no value, three latches and two hundred and twenty-five hooks for window frames, three hundred and seventeen screw rings with screws, fifty-seven catches for latches, thirty-nine cramp-irons for latches, thirty-nine cramp-irons for windows, all of which are useless, being eaten up with rust.
- Item Four coffee mills, out of use.
- Item Two spits for roasting.
- Item Two irons to place on the spit-rack to hold a shovel on the fire.
- Item A case full of some old iron such as sheaths, padlocks, spurs, gun worms, window bolts, padlocks, the whole out of use, being good for nothing.
- Item Eleven old hair brushes.
- Item A large iron caldron with bottom worn out and good for nothing.
- Item A mill shaft, plus another, two in all.
- Item An iron bar held by eight rings.
- Item One hundred curtain rings of brass.
- Item An iron ring and its clasp.
- Item Two cooper's weights.
- Item A pendulum with arms.
- Item Eighty-five iron bolts or pegs.
- Item Two worn twybills.
- Item A door knob.
- Item Two brakes for a hand mill.
- Item A joiner's cradle to hold his work.
- Item Four boxes with wheels.
- Item Sixteen two handled knives for coopers, clog-makers as well as for tanners, fourteen of which are out of service.
- Item An iron mould for making nails. (cloutiere or clouyere in text (Clouière.)
- Item Twenty-two iron spoons for the mines.
- Item A damaged brass skillet.
- Item Three hundred pieces of kitchen utensils out of use and of no value.
- Item A kitchen cleaver.
- Item A crank of a grindstone with its shaft.
- Item Three other small cranks.
- Item Seventy-six hammers of different kinds, good for nothing and thrown in the iron heap.
- Item Twenty-one hammers for a paper mill. (apparently) eight small pairs of pincers with saws and hammers; a horse curry-comb, out of use; thirty-five cobblers' trees.
- (9315) Item A cobbler's paring knife.

Documents Concerning Sale of Chaouachas Plantation 611

- Item Thirty-four gimlets of no value and thrown out, here as memorandum.
- Item "Two steelyards, I say three steelyards." (Romaines)
(Note: "Romaine" was a Roman scale. There were also loose dresses called "romaines.")
- Item A cooper's plane.
- Item Two mounted notchers.
- Item A weight and two tackles one of which is out of use.
- Item A turrel and drill. Invd.
- Item Two jointers, two mounted planes, four ploughs, four joiners' cramps and four ends of jointers and planes.
- Item Six mounted mill beams.
- Item A cast iron mortar with its pestle of cast iron, weighing about thirty lbs.
- Item Two iron candlesticks for a canoe (yawl.)
- Item Two coulter with bands.
- Item Four iron hooks to draw water from a well.
- Item A dog's chain.
- Item Thirteen old damaged locks, all rusty and out of use.
- Item Nineteen bells for cattle.
- Item Three small ones with cast iron bell clappers and one without a clapper.
- Item Two old brass skimmers.
- Item In the loft (garret) of the said store two hundred and forty-one wooden pulleys of all kinds.
- Item A cast iron pulley.
- Item Two pairs of hinges.
- Item Eight pairs of brakes for dressing hemp.
- Item Fourteen pack saddles for horses; all rotten and knawed by rats and out of use, also the saddle girths which were thrown away as useless.
- Item Six stools inventoried and cast away, placed here as memorandum.
- Item Four damaged oven bellows the leather of which has been eaten away by rats.
- Item Several wrecks of saddles, bridles and other harnesses, all rotten and gnawed by rats; thrown out, here as memorandum.
- Item Five snaffle-bits or watering bits, plus one.
- Item Five broken bits as Invd.
- Item A damaged pair of tailor's scissors.
- Item Three bridle bits and a trimmed bridle.
- Item Nine hour-glasses or clocks, two of which are in good order and the others broken and useless.
- Item Five old gun stocks.
- Item Twenty other old guns out of use.
- Item A pair of useless pistols and one invd.
- Item One hundred lbs. of sail twine almost beyond use and thrown out.

- Item Seventy-two sheets of tin.
- Item Seven sieve stocks useless and thrown away.
- (9317) Item Four shallop sails broken and thrown out.
- Item Forty-one (faussettes) faucets, good and bad.
- Item Three and a half pairs of rope traces.
- Item A tin milk strainer.
- Item Four old pails (seaux-pails.)
- Item A spinning wheel.
- Item A rake with iron teeth, out of use.
- Item A pair of cart wheels.
- Item Tedder for hay.
- Item Six iron bars without handles (boettes.)
- Item A tin powder horn, out of use and thrown out.
- Item Six earthen jars (or pitchers).
- Item Four green serge curtains, all rotten and thrown out.
- Item Three sheep skins, all rotten and thrown out.
- Item A pair of service pistols.
- Item Three pick-axes, a sickle and a gardener's spade.
- Item A linen folding bed, rotten and thrown out.
- Item A dark lantern, useless and thrown away.
- Item Ninety-eight pairs of leather garters entirely eaten by rats and thrown out.
- Item Two grappling irons for a shallop, weighing about sixty lbs.
- Item Fifty-six pairs of spatterdashes (leggings), of ticking, rotten and thrown out.
- Item Fifty ells of damaged cloth of St. John, in several pieces, no longer serviceable and thrown out.
- Item Twelve drawing yokes, ten of which are useless and thrown away and two which are three-fourths broken.
- Item A half lb. of black Spanish wax.
- Item Two flax dressers, which are useless.
- Item Three hundred and ninety-two tin pipes.
- Item Four thousand five hundred and three lbs. of old iron, including iron wedges, forks with two and three prongs, mine pickaxes, gaffs, horseshoes, old chains, mattress needles, butchers' knives, ploughshares, pressing irons, padlocks with bolts without keys, hinges and iron work for windows, a cooper's iron, loose stocks, hand rapiers, gouges and augers, mill iron, door bolts, caldron forks, mattress needles, mining needles, smith's pincers, punch-eons, carpenters, compasses, chimney (hearth) andirons, sheet iron, iron for joists, iron for planes, a tanner's scraper, pot-hook, iron candlesticks for the Kitchen, screws and carcass (frame) of a pirogue, iron pot spoon, hatchet, battle axes, mud spades, trowels, three mills, old axes, old spades, old pans, crampt hinges, iron hooks for slow fires, wood shovel, turf-maker's shovels, pot handles,

carpenters' and joiners' chisels, iron gullets, grindstone-cranks, chains for booty, (prey), hoops for casks, fire tongs, blacksmith's pincers, plough coulter, gardner's rake, carpenter's dog (or hold-fast), iron teeth, nails and screws and other iron tools or instruments broken and covered with rust, good for nothing but to throw on the iron heap, which was done.

And considering that eleven o'clock has rung, we discontinued this sitting with the consent of the parties, the effects having been remitted to Sr. Rougeault for Srs. Assailly and Daunoy and signed

Daunoy

f. Roujot

Assailly

Chavannes

Henry notary.

And on the said day at two o'clock in the afternoon, we continued the inventory and description of the effects of the said concession in the presence of the said Sieurs as follows:

BUILDINGS

A house measuring fifty-one ft. in length by twenty-four in breadth, on the ground, roofed with shingles, mud walled¹ on the inside, double chimneys of brick, Consisting of a large parlor, three rooms and a cabinet serving as the main house.

- Item A building used as a kitchen, on the ground, weather boarded with planks, roofed with shingles, with a brick chimney, oven and furnace, thirty ft in length by twenty in width, consisting of the said kitchen and two cabinets.
- Item A building serving as a store, on the ground, shingle roof, weather boarded with planks, thirty ft in length, boarded top and bottom with ceilings.
- Item Another building serving as a store, on the ground, roofed with bark, weatherboarded, boarded top and bottom, thirty feet in length by twenty in width.
- Item An old pigeon house on four posts in the ground, roofed with shingles, thirteen feet square, mud walled with door at top and bottom made of stakes.
- Item A building serving as a stable for horses, roofed with bark, surrounded by stakes measuring thirteen ft in length by ten in width, not floored.
- Item A cabin of about thirteen ft in length by ten in width, roofed with bark and surrounded by stakes.
- Item A barn eighty ft in length by twenty-five in width, roofed with bark and surrounded by stakes of posts; not floored.

¹(Dousillage) mud walls.

- Item A building serving as a chicken-house thirteen ft in length by ten in width, surrounded by stakes, roofed with bark, the top ceiled with planks and bottom floored.
- Item Another building thirteen ft in length by ten in width, surrounded by stakes, roofed with bark, ceiled with planks in the upper portion only, serving as a dairy.
- Item Another building one hundred ft in length by thirty in width formerly serving as a tobacco shed, now without a roof.
- Item Another old building thirty ft in length, roofed with bark surrounded by mud walls and formerly serving as a tobacco sweater, made of posts in the ground, now without roofing and boarded (planks) top and bottom.
- Item Another building eighty ft in length roofed with palmetto, surrounded by stakes, posts in ground, formerly serving as a tobacco shed, at the end of which there is a small cabin roofed with bark.
- Item Twenty negro cabins surrounded by stakes, roofed with palmetto serving as lodging for the negroes of the Concession.
- Item Eighteen cabins roofed with palmetto surrounded by stakes, serving as a barn for the supplies of the negroes.
- Item Four indigo manufactories, complete in all necessary cases, bags and pails for indigo.
- Item About four arpents of land surrounded by stakes serving as an enclosure for a poultry yard, for the cows and cowherds.
- Item A garden measuring about one and a half arpents, fruit trees included, surrounded by stakes.
- Item About one hundred arpents fenced in by standing and transverse stakes which is the land intended for indigo raising.

PROVISIONS FOR NEGROES

- Item In several barns belonging to different negroes of the said concession was found: Eighty-six barrels of rice, twenty-five barrels of beans and four barrels of potatoes, the grains being so appraised in the presence of Sr. Jacques Cantrelle called in for that purpose considering that the grains have not been threshed.

TOOLS USED BY THE NEGROES

Seventeen spades, plus three, in all twenty good and bad
 Thirty-three axes plus five, in all, thirty-eight,—here.
 Seventy-seven pickaxes, the greater part in bad condition.

Which are all the movables and immovables, negroes, buildings and grains found on the said plantation of Chatouachas which were left in possession of said Sr Rougeault with the con-

sent of my said Sieurs said sieurs Assailly and Daunoy for the purpose of his inventory added to the minutes of the contract of sale which is to be passed by us, undersigned notary.

being signed:

Daunoy
Roujot

Assailly
Chastang
Cantrelle
Henry notary.

OTHER SLAVES

Negres de la dte
Concession
Inve

A negro, Thomas, who took the trade of blacksmith at Bonneau's.

One P. I. named Thomas, ran away to the Choctaws.

One P. I. named Sendeyay, a runaway since fourteen months.

Two small negresses, daughters of Francoise and Theannalle, one of whom is named Francoise, aged nine years and the other four and a half years. The negroes who are at the Little Desert.

A negro named Mota, aged thirty-five years and a negress named Therese, aged twenty-seven years and two small negroes and three small negresses, their children.

A negro named Alogaye, aged thirty years, his wife Apoline Medure of thirty-five years and a negro not their child.

A negro named Guy of twenty-seven years, his wife Zemba of twenty-five years with two small negroes and a little negress, their children.

A negro named Julian of thirty-three years without a wife nor children.

One P. I. named Goulas Inv.

One inventoried named Bisoy Iv.

One P. I. named Onatio Iv.

A negress named Marianne and a negress, her child.

(Script of this page very pale, in some places effaced)

And on the said day we went to the barns of the Concession in the presence of the said undersigned gentlemen in order to appraise the grains to be found there, the product of the last crop.

Was there found the quantity of Thirty-five barrels of Appalache beans, one hundred and twenty-five barrels of potatoes, one hundred and twenty-three barrels of unthreshed rice.

Item About eight barrels of indigo seed.

One hundred and fifty boards to cover, in good and in bad condition.

Which are all the crop products that the said Sr Rougeault declared to be from last year's crop which were likewise left in his charge until orders received from Mssrs Bienville and de Sal-

mon, holding procuration of those interested in the said Concession and have signed:

Daunoy	Assailly
	Chastang
Cantrelle	f Roujot
	Henry notary.

IN ADDITION

Item Two barrels of beans.
 One hundred and thirty-four and one-fourth lbs. of combed flax.
 Item Three hundred and forty bunches of flax with the seed.
 Item Fourteen (hundred) and eight lbs. of hards of hemp, of little value, partly spoiled.
 Item Four hundred and sixty nine and a half lbs. of hands of tobacco leaves useless being rotten and entered here as memorandum.

Assailly	Daunoy
f Roujot	Chastang
	Henry Notary

IV.

Sale of Chaouachas
 Plantation and other
 property by d'Asfeld
 and others

to
 Charles Favre Daunoy
 and Joseph Assailly
 January 28, 1738
 for 100,000 livres.

Vendors represented by
 Jean Baptiste Lemoyne
 de Bienville, Governor,
 and Edme Gatien de
 Salmon, Ordonnateur
 of Louisiana.
 (9325)

Were present personally Monsieur Jean Baptiste Lemoyne de Bienville Knight of the Military Order of Saint Louis, Governor of the Province of Louisiana, and Edmé Gatien de Salmon, Councillor of the King, Commissioner of the Marine, Ordonnateur and First Judge in the Superior Council of this Province in the name and acting under procuration of My Lord Marshal d'Asfeld, Governor of the City and Citadel of Strasburg, Director of the Fortifications of France, Military Commandant of Saint Louis and

Knight of the Golden Fleece.

of Messire (Honorable) Louis Charles Armand Fouquet, Chevalier de Belleisle, Brigadier of the King's armies, in the name of and under procuration of Messire Charles Louis Auguste Fouquet, Count of Belle-isle, his brother, Lieutenant General of the King's armies, Knight of the Royal Orders¹ etc.

and (of) Messire Gerard Michel de La Jouchere, Commander and Treasurer General of the Military Order of Saint Louis on the one part, following the procuration passed before Me

¹des ordres de la Majesté.

Daoust and Gervais, notaries at the Chatelet of Paris, on the tenth of September last,

and (of) Dame Louise Magdelaine Le Blanc, widow of Mesire Esprit Juvenal Dharville des Voisins and Chevalier Dehenel, Colonel of Horse, Lieutenant of the Regiment of Orleans Dragoons, Lord of Doue, la Bargare Chauffrix Chautmerle and other places following the procuration passed before M^e Notary Nolay substitute established in the Senechaussé de Doue, St. Germain, St. Chauffrix, St. Cir and St. Ouen under the village notary² of La Coulommie in Brie, the said procuration dated September seventeenth and here certified as true deposited for record with M^e Daoust, notary of Paris, copies of which are annexed to the record by the said M^e Daoust, notary usually residing at Paris

and (all) proprietors associated in the Concessions they own in this Colony;

the said Sieurs Bienville and de Salmon in execution of the said procuration have by these presents sold, ceded, transferred, delivered and abandoned from this moment and forever, and promising to guarantee hereafter against any molestation whatever and generally

to Sieurs Charles Favre Daunoy and Joseph Assailly personally present and accepting solidarily one for the other, and each for all, without diminution nor discussion, nor warranty,³ which they renounce,

a concession (grant) situated in the district of the Chatouachas, comprising seventy-two arpents front by the ordinary depth, with the clearings, inclosures, buildings, down to (9326) the ground, negroes, negresses, and small negresses, cattle, furniture, fixtures and everything generally without reservation or retention, following the inventory which was taken of same before the undersigned notary on demand of Sieurs Chastang and Rougeot, administrator and Director of the said concession, on the twenty-fourth and twenty-fifth of this present month, in the presence of Sieurs Daunoy and Assailly,

the said attorneys, making for them and then names full cession and delivery of which the said purchasers are satisfied (in justice) having visited and examined the whole

as also a site which the said Constituents have in this City, comprising twenty toises front by fifty-six in depth, in all two

²"tabellion."

³fidéjussion

hundred arpents, adjoining on the west to Sr Du Breuil, and on the east Sieur Dumanoir, Agent of the Company of the Indies, at one end of the wall at its front on the River St. Louis and at the north on Royal Street with buildings thereon, falling into ruin, the lots without inclosures

and moreover fourteen arpents of land front by ordinary depth, situated at the place called The Little Desert,⁴ about one league above New Orleans on the other side of the River, with the huts thereon, appurtenances and dependencies;

as also the lands owned by them in the territory of the Natchez, called White Earth (La Terre Blanche), which was conceded to them by the Company of the Indies in the year one thousand seven hundred and nineteen where the said Sirs Constituents had formed a considerable establishment, which was destroyed in one thousand seven hundred and twenty-nine (9327) by the Natchez Indians;

the said Sirs, attorneys, in the said name, making full cession and transfer with warranty only against the awards and acts, of the promisors, (constituents) to be enjoyed by the said purchasers, their heirs or assigns, as a thing owned by them as it was owned by the aforesaid Sr and Lady constituents.

the above cession and transfer is thus made for the price of one hundred thousand livres payable by the said purchasers in ten years, in ten equal payments of ten thousand livres at the expiration of each year, which payment shall fall due on the first of next January one thousand seven hundred and thirty nine, (the payments shall be made from year to year at New Orleans (9328) to the bearer of procurations of our said Sirs and Lady constituents) in current money of France or in indigo good and salable delivered in boxes or in casks at the price current in the Colony⁵ on the one date of each year, which they will be credited with on presenting a certificate from four of the principal inhabitants of the Colony approved by Mssrs the Governor and Intendant of said Province.

It has been agreed that the said Purchasers shall not be allowed to sell any of the negroes and negresses (pieces d'Inde),⁶ small negroes and negresses delivered to them as per said inventory until the lapse of five years of ownership full and complete

⁴"A une lieue en viron au dessus de l'autre Coté de la Nouvelle Orleans."

⁵Text torn and pale.

⁶Negroes imported by the Company of the Indies.

and after having paid the sum of fifty thousand livres, which is half of the price of the said sale, under penalty of being obliged to remit the price of the slaves sold by the said Sirs purchasers, which sums will be credited to them only on the last payment of the said one hundred thousand livres and to be obligated to same by all possible means as for payment of the said capital;

likewise the said Sirs purchasers shall not during the said five years employ any of the said slaves this day acquired, following the inventory on any other land than that presently sold to them by the said attorneys without previously having obtained written permission from the said constituents, which permission will be granted only on their agreeing to pay two hundred livres a year to the vendors per each negro head employed out of the said lands, which two hundred livres will be credited to their account only on the last payment

(9329) and that during the said first five years the said purchasers shall be obliged to maintain the buildings on the said lands following the said inventory, unless they should wish, for their convenience to demolish some of them, which they will be held to replace by equivalent ones, for assurance of which it will be optional to the said constituents, or others appointed by them, to visit them whenever they judge proper; in case of violation of the conditions aforesaid by the said purchasers they shall be prosecuted by the ordinary procedure of justice.

It has moreover been agreed that in the event that the said purchasers do not retain Sr Rougeot, who is now manager of the plantation of the Chouachas and that by the account to be settled with him the said constituents be found to be in his debt for salary, the purchasers will keep him in their service until the payment for the first year of the capital falls due on (out of) which the constituents consent that he be paid, unless the purchasers prefer, in dismissing him, to pay in advance all that may be due him, which sum will be refunded from the first payments the said purchasers owe to the said constituents, and as by said inventory were found the quantity of two hundred and nineteen barrels of rice, one hundred and twenty nine barrels of potatoes and sixty-two barrels of beans from the last crop, to such extent

as may be needed by the negroes for their own subsistence (9330) and (for the) plantation, which quantity will suffice for the nourishment of the negroes until the next crop, the said Sirs purchasers will not be obliged to account for same to the said

constituents, nor for the small quantity of seeds which is not sufficient for the sowing of the present year; there having moreover been found a quantity of one hundred planks, good and bad valued at the sum of fifteen sols each, making in all the sum of one hundred and twelve livres, ten sols, which the said purchasers shall be obligated to pay over and above the principal sum to the said constituents, as per inventory annexed to the record of these presents

for security of which sale the said purchasers affect, obligate solidarily and hypothecate all their movables and immovables present and to come hereafter, particularly the plantations, negroes, cattle, buildings, and lots in the City, electing for that purpose their domicile on the said plantation of the Chaouachas.

Done and passed at New Orleans in (my) office, in the year one thousand seven hundred and thirty-eight, on the twenty-eighth of January, in the presence of Sieurs Francois Gallard and of Charles Levasseur, witnesses here residing and have signed:

Bienville

Salmon

Assailly

cf Daunoy*

Levasseur.

f. Gallot

Henry notary

*(The cf before Daunoy is so pale that it must be set down as one sees it.)

ORIGINAL TEXT

I

(9331).

Procuration

M Le Marechal D'asfeld

M Le Chevalier de

Belle-isle pr

M. Le Compte de Belle-

isle, son frere et

M. De la Jonchere

A Messrs de Bienville

et Salmon

10 Septemb. 1737.

Etampe

P. deux sols la feuille

Gen. de Paris

Actes des Notaires de

Paris

7 sols, 6 Deniers

Pardevant Les Con'ers du Roy Notaries au Chastelet de Paris Soussignés furent presens le Tres haut et puissant Seigneur **Monseigneur Claude Francois Bidat — Marquis d'asfeld** Marechal de france Gouverneur pour Sa Majeste des Ville et Citadel de Strasbourg, directeur général des fortifications de france — Commandeur de Lordre Royal et Militaire de Saint Louis et Chevalier de la Toison d'or Deum't a

Paris en Son hotel rue neuve des petits Champs paroisse Saint Roch. — Haut et puissant Seigneur **Messire Louis Charles Armand fouquet** Chevalier de Belleisle, Brigadier des armées du Roy demeurant a Paris rue de Bourbon quartier Saint Germain des prés paroisse Saint Sulpice ou Nous et Commis ayant Charge et pouvoir ainsy quil a dit et se faisant et portant forse de haut et puissant Seigneur **Messire Charles Louis Auguste fouquet Comte de Belle-isle Son frere**, Lieutenant General des armées du Roy et Chevalier des ordres de Sa Majeste, — Et **Messire Gerard Michel de la Jonchere**, Con^{er} du Roy en ses Conseils Commandeur Trésorier Général de Lordre Royal et Militaire de Saint Louis et ancien Trésorier Général de l'extraord^{re} des guerres demeurant a Paris rue Saint honoré, paroisse Saint Roch, associés en des Concessions dans La Colonie de La Louisianne en amérique qui leur ont été faites par La Compagnie des Indes Lesquels ont volontairement fait et Constitué pour leurs procureurs généraux et spéciaux en lad Colonie **Messieurs de Bienville** Gouverneur et **Salmon** Intendant de lad Colonie, ou l'un en L'absence ou défaut de l'autre, a l'effet de pour et en leurs Noms **passer aux Sieurs Daunoy et assailly Contrat de Vente des habitations** et Effets quil y ont aux prix et Conditions cy apres.

1°. La Vente Comprendra L'habitation des Chaouachas Régie actuellement par le Sieur Rougeot Telle quelle se Comporte et poursuit avec tous Les Negres, Negresses, Negrittes et Negrillons, qui sy trouveront; Les Negres pieces d'Inde, devant suivant Les derniers avis estre du Nombre de Cent Sept, Sans que Neanmoins Si depuis Il en etoit mors quelqu'uns Les Sieurs acquéreurs puissent prétendre aucune diminution du prix de l'acquisition en général qui Sera Stipulé Cy apres Ensemble Les Chevaux, Bestiaux, outils, Ustanciles et meubles, même les outils qui ne Servent point actuellement, les provisions de toutes especes, et généralement Ce qui se Trouvera dans la d habitati^{on} dont Sera dressé Un Inventaire avec le Sieur Rougeot OEconome qui en est actuellement Chargé, dont expedition demeurera attachée a la minutte du Contrat de Vente, dans laquelle ne Seront Neanmoins Compries les productions de la récolte en toutes especes de la présente année et des précédentes non plus que les planches et bois d'ouvrages non employés debités et Sciés par les Negres de L'habitation qui resteront a la disp^{osition} de mon d Seigneur Le Marechal d'asfeld et de ses associés, Vendeurs, Led Sieur Rou-

geot en demeurant Chargé envers eux par un Inventaire particulier qui en Sera fait, Les Vivres cultivés par les Negres pour leur propre Nouriture demeureront aux acquereurs.

Sera aussy Compris dans la d Vente la Concession faite a la Societé Lieu dit Le petit désert, en l'Etat ou il se trouvera avec ses dépendances qui peuvent Concister en Censives ou redevances qui peuvent estre dues par des habitans particuliers, auxquels les regisseurs pour la Société peuvent avoir Cédé a de Certaines Conditions quelques portions du terrain qui Luy a été Concédé par La Compagnie des Indes.

Sera pareillement Compris dans la d Vente générale La place qui appartient a la Société dans la Ville de la Nouvelle Orleans, Sur laquelle elle auroit fait Construire Une Maison présentement en ruine, Et en fin La propriété qui appartient a la Société du grand Territoire que La Compagnie des Indes Luy a Consédé en Lannée mil Sept Cent dix Neuf au quartier des Natchez Sur lequel La d Société avoit Construit Une habitation Considérable qui a été détruite en Lannée Mil Sept Cent Vingt neuf par La Nation Natchez pour par les d Sieurs acquereurs faire Tel Usage quils Jugeront a propos dece Territoire des Natchez, Si dans la Suite le Roy y fait former Un Nouvel Etablissement Sans Neantmoins que Les Vendeurs soient tenus Envers Eux daucune garantie.

2°. Toutes Lesquelles habitations, Terrains Et autres Choses Cy dessus Expliqués Seront Vendus auxd Sieurs Assailly et Daunoy associés Solidaires Moyennant La prix de Cent Mille Livres payables en dix années par parties égales de dix mille Livres a la fin de chaque année révolue a commencer du jour de la signature du Contrat de Vente.

Les payemens Seront faits a la Nouvelle Orleans aux porteurs de Monseigneur le Maréchal d'Asfeld et associés et ce en argent au Cours de france ou en Indigo bon et Marchand Livré en Caisse ou futaille au prix courant dans la Colonie Le jour de L'Echéance de Chaque année en apportant un Certificat de quatre des principaux habitans de Lad Colonie approuvé et Visé par le Gouverneur et L'Intendant.

3°. La d Vente Sera faite aux Conditions Expresses que les acquereurs ne pourront Vendre aucuns des Negres pièces d'Inde Negrittes ou Negrillons qui Leur Seront Livrés Suivant L'Inventaire jusqu'après Cinq années de Jouissance révolües et avoir Payé aux Vendeurs Jusques a la Somme de Cinquante Mille Liv

res qui est La moitié de prix de la Vente Générale a peine d'estre obligés de remettre sur le Champ aux Vendeurs la même Somme qu'ils auroient reçu de la Vente des Negres, Negrittes ou Negrillons, de Laquelle Ils ne leur tiendroient Compte que Sur le dernier Payement de lad Somme de Cent Mille Livres Payable en dix années et dy estre Contraint par toutes Voyes Comme pour le Payement dud Capital

Qu'il ne Sera pas permis aux acquereurs pendant Les mêmes Cinq années d'Employer aucuns des Negres ou Negresses qui leur seront délivrés atravailler sur aucun autre Territoire que Ceux qui leur Seront Vendus par la Société Sans en avoir préalablement obtenu La permission par Ecris des Vendeurs Laquelle ne leur Sera accordée quen se soumettant par Eux de leur Payer Deux Cent Livres par cru pour tête de Negre ainsy employé hors des Territoire qui leur Sont Vendus desquels deux Cent Livres par Teste de Negre Il ne leur Sera Tenu Compte que par le dernier Payemint du Capital

Que pendant les d Cinq premières années de Jouissance Les acquéreurs seront obligés d'entretenir les mêmes Bastimens qui Se trouvoient sur l'habitation des Chouachas Suivant l'Inventaire qui en Sera fait Lorsqu'elle leur Sera Livrée, bien Entendu Neanmoins que Si pour leur Commodité Ils Vouloient faire abatre quelqu'uns des d Batimens qui se trouveroient mal placés Cela leur seroit permis en le Remplacant d'un Batiment d'Egal Valeur dans un autre Endroit pour assurance de quoy ainsy que de l'Employ des Negres sur Les territoires Vendus Il Sera Libre aux Vendeurs de faire Visiter les Liux Toutefois et quantes ils le jugeront a propos et de poursuivre Les acquéreurs par les Voyes ordinaires de la Justice S'ils Les trouvoient en Contravention des Conditions Expresses Cy dessus Stipulées.

Enfin Il Sera Convenu que Si les d acquéreurs ne Conservent pas a leur Service Le Sieur Rougeot qui est actuellement OEconome de l'habitation des Chouachas et que par le Compte qui Sera arrêté avec Luy Les Vendeurs Se Trouvent Luy redevoir des apointements Les d acquéreurs le garderont du moins a leur Service jusque L'Echéance des payemens de la première année du Capital Sur lequel Les Vendeurs Luy feront payer Ce qu'ils leur devront, Si mieux n'aiment Les acquéreurs en le Congédiant Luy avancer a imputer sur les premiers Payemens et Généralement faire par mes d Sieurs Procureurs Constituez ou l'un d'Eux pour raison de la Susdite Vente Tout Ce qu'ils Jugeront a propos Prom-

ettant, obligeant fait et passé a Paris es hotel et demeure des parties L'an Mil Sept Cent Trente Sept Le Dixieme Septembre avant Midy Et ont Signé La Minutte des présentes demeurée a M^e Daoust L'un des Notaires Soussignés.

Scellé les d Gernau D'aoust
jour Et an
X Liv p

II

Procuration de
Madame la Marquise
de Trainal a Mrs de
Bienville et Salmon
II. Se 1737.

Pardevant Henry Alexandre Nisos
No^{re} Substitut Juré Etably es Branchet
de Douë St Germain Chauffrix Saint Cir
et Saint Ouën Sous le Tabellion de Cou-
lommier en Brie fut présente Très haute

et très puissante Dame Madame Louise Madeleine Le Blanc
Veuve de très haut et très puissant Seigneur Messire St Esprit
Juvenal d'harville des Ursins Chevalier Marquis de Trainal Mes-
tre de Camp Lieutenant du Regiment d'orleans Dragons Seig-
neur de Douë Bergeresse Chauffrix Chant—merle Malicorne Le
hexus et bus Mesnil les Vieux fossés de Chailly fosse Rognois
et autres Lieux Ma dite Dame demeurant ordinairement a Paris
rue de Grenel faubourg St Germain Paroisse Saint Saint Sulpice
étant de présent en son Chateau de Douë associée en des Con-
cessions dans La Colonie de la Louisianne en amerique qui Luy
a été faite par La Compagnie des Indes avec très haut et très
puissant Seigneur Monseigneur Claude Francois Bidat Marquis
d'asfeld Marechal de france et haut et puissant Seigneur Mes-
sire Charles Louis, Auguste fouquet Comte de Belleisle Lieuten-
ant Général des armées du Roy et Chevalier des ordres de Sa
Majesté et Messire Gerard Michel de La Jonchere Commandeur
Tresorier General de Lordre Royal et Militaire de Saint Louis
Laquelle a Volontairement et Conjointement avec les d Sieurs
Susnommés et associés fait et Constitué pour leurs procureurs
Généraux et Spéciaux en lad Colonie Messieurs de Bienville Gou-
verneur et Salmon Intendant de lad Colonie ou L'un en Labsence
et deffaut de L'autre a L'effet de pour et en leur nom passer au
Sieur D'aunoy et Assailly Contrat de Vente des habitations et
effets quils y ont aux prix et Conditions Cy apres

1°. La Vente Comprédra l'habitation des Chaouachats Ré-
gie actuellement par le Sieur Rougeot Telle quelle Se Compor-
tent et Poursuit avec tous les Negres, Negresses, Negrittes et

Negrillons qui Sy trouveront; Les Negres pièces d'inde, devant Suivant Les derniers Avis estre au nombre de Cent Sept Sans que Neanmoins Si depuis il en étoit mors quelqu'uns les d Sieurs acquéreurs puissent Prétendre aucune diminution du prix de l'acquisition en Général qui Sera Stipulé Cy apres ensemble Les Chevaux Bestiaux outils Ustancile et meubles mesme Les outils qui ne Servent point actuellement Les provisions de toute espece et généralement Tout Ce qui Se trouvera dans la d habitation dont Sera dressé Un Inventaire avec le Sieur Rougeot Econome qui est actuellement Chargé dont Expedition demeurera attachés a la Minute du Contrat de Vente, dans laquelle Ne seront Neanmoins Compris Les productions de la Récolte en toute espece de la présente annés et des précédentes non plus que les planches de Bois d'ouvrages non employés débités et Sciés par les Negres de l'habitation qui resteront a la disposition de Madame Raine Marquise de Trainel et de ses associés Vendeurs led Sieur Rougeot en demeurant Chargé envers Eux par un Inventaire particulier qui en Sera fait. Les Vivres Cultivés par les Negres pour leur propre Nouriture demeureront aux acquéreurs.

Sera aussy Compris dans lad Vente la Concession faite a la Société Lieu dit le petit desert en l'Etat ou il se trouvera avec ses dependances qui peuvent Consister en Censives ou redevances qui peuvent estre deues par des habitans particuliers auxquels les Régisseurs pour la Société peuvent avoir Ceddez a de Certaines Conditions quelque portion du Terrain qui Luy a ete Concédé par la Compagnie des Indes.

Sera pareillement Compris dans lad Vente Generalls La place qui appartient a la Société dans la Ville de la Nouvelle Orleans sur laquelle elle auroit fait Construire une maison présentement en Ruine. Et Enfin La propriété qui appartient a La Société du Grand Territoire que la Compagnie des Indes Luy a Concédé en l'année mil Sept Cent dix neuf au quartier des Natchez Sur Laquelle la d Société avoit Construit une habitation Considérable qui a été détruite en l'année Mil sept Cent Vingt Neuf par la Nation des Natchez pour par Les d Sieurs acquéreurs faire Telle Usage qu'ils jugeront a propos de ce Territoire des Natchez, Sy dans La Suite Le Roy y fait former un Nouvel Etablissement Sans Neanmoins que Les Vendeurs soient Tenus Envers Eux d'aucune garentie.

2°. Toutes Lesquelles habitations, Terrains et autres Choses Cy dessus Expliqués Seront Vendus aux d Sieurs Assailly et Dau-

noy associés Solidaires moyennant Le prix de Cent Mille Livres Payables en dix années en parties Egalles de Dix Mille Livres a la fin de chaque année revolvee a commencer au jour de la Signature du Contrat de Vente.

Les payemens seront faits a la Nouvelle Orleans aux porteurs des pouvoirs de Madame la Marquise de Trainel et associéz, Et Ce en argent au cours de France, ou en Indigo Bon et Marchand Livré en Caisses ou futailles au prix Courant dans la Colonie le jour de L'Echeance de Chaque année en Raportant un Certificat de quatre des principaux habitans de lad Colonie approuvez et Visez par le Gouverneur ou Commandant et l'Intendant

3°. Lad Vente Sera faite aux Conditions Expresses que les acquereurs ne pourront Vendre aucuns des Negres pieces d'Inde Negrittes ou Negrillons qui Leur seront Livrés Suivant L'Inventaire qu'apres Cinq années de Jouissance révolues et avoir payé aux Vendeurs Jusques a la somme de Cinquante Mille Livres qui est la Moitié du prix de la Vente Générale a peine d'estre obligé de remettre sur le Champ aux Vendeurs la même Somme qu'ils auroient reçu de la Vente des Negres Negrittes ou Negrillons de laquelle Ils ne leur tiendront Compte que Sur le dernier Payement de lad Somme de Cent Mille Livres Payables en dix années et dy estre Contraint par toutes Voyes Comme pour le Payement dud Capital.

Qu'il ne Sera pas permis aux acquereurs Pendant les mêmes Cinq années d'Employer aucuns des Negres ou Negresses qui leur Seront délivrés a travailler Sur aucun autre Territoire que Ceux qui leur seront Vendus Par la Société sans en avoir Préalablement obtenu La permission par Ecrit des Vendeurs Laquelle ne leur sera accordée quen Se Soumettant par Eux de Payer deux Cent Livres par an par teste de Negre ainsy employé hors des Territoires qui leur sont Vendus desquels deux Cent Livres par Teste de Negre il ne leur Sera Tenu Compte que sur les derniers Payemens du Capital.

Que pendant Lesd Cinq premières années de Jouissance Les acquereurs seront obligés d'Entretenir Les mesmes Bastimens qui se trouveront sur l'habitation des Chatouachas Suivant l'Inventaire qui en sera fait Lors quil leur Sera Livré Bien Entendu Neanmoins que Si pour leur Commodité ils Vouloient faire abatre quelqu'uns des d Bastimens qu'ils trouveroient mal placés; Cela leur seroit permis en le Remplacant d'un Bastiment Equivalent dans un autre Endroit, pour assurance de quoy ainsy que

de l'employ des Negres sur les Territoires Vendus Il Sera Libre au Vendeur de faire Visiter les Lieux toutes fois et quante Ils le jugeront a propos et de poursuivre les acquereurs par les Voyes ordinaires de la justice sils les trouvoient en Contravention des Conditions Expresses Cy dessus Stipulées.

Enfin Il Sera Convenu que Si les acquereurs ne Conservent pas a leur Servicele Sieur Rougeot qui est actuellement Econome de l'Habitation des Chaouchats et que par le Compte qui sera arrêté avec Luy les Vendeurs se trouvent Luy devoir des apointemens les d acquereurs le garderont du moins a leur service Jusqua l'Echéance du Payement de La premiere année du Capital Sur lequel Les Vendeurs luy feront payer Ce quils Leur devront, Sy mieux n'aiment les acquereurs en le Congédiant Luy avancer a suputer sur les premiers Payemens.

Et généralement faire par mes d Sieurs procureurs Constituez, ou L'un d'Eux pour Raison de la susdte Vente tout Ce quils jugeront a propos Promettant & obligeant & fait et passé au Chateau de Douë par le No^{re} Soussignéen présence de Monseigneur Cesar Le Blanc Eveque d'Avranches et de Sieur Francois Armand Lhaillier, Seigneur de Chalendoc étant tous deux de présent en ce Lieu, Témoins qui ont avec Mad, Raine, Constituante et Notaire signé Ces présentes l'an Mil Sept Cent trente Sept Le dix sept Septembre apres Midy ainsy Signé Louise Madeleine Le Blanc—Marquise de Trainel, Cesar Le Blanc Evesque d'Avranches, Francois Armand Lhaillier de ChaLendos avec Nitos Notaire et plus bas est Ecrit Controllé a Coulommie Le dix huit Septembre Mil Sept Cent trente Sept Signé Chamier

Acte de depot de la
deposition de Madame la
Marquise de Trainel
24 Sept. 1737.
Scelle jour et an R Enp

En Loriginal des presentes Certifié
Veritable et déposé pour Minutte a M^e
Daoust Notaire par Sieur Francois Simon
Bourgeois de Paris y demeurant rue Saint
Louis paroisse Saint Roch Suivant Lacte de ce jourdhuy Vingt
quatre Septembre Mil Sept Cent trente Sept Le tout demeuré
aud M^e Daoust No^{re} ...

Gervais

D'aoust

Legalisation

Nous Prevost des Marchands et Echevins de la Ville de Paris Certiffions a tous qu'il appartiendra que M^e Gervais et D'aoust Sent Conseillers du Roy et Notaires au Chastelet de Paris et que foi doit estre ajoutée aux actes cidessus et des autres parts Signes d'eux

En témoin de quoi nous avons Signé ces présentes et a icelles fait apposer le Scél de la Ville de Paris fait au Bureau de la d Ville Le Vingt Cinq Septembre Mil Sept Cent trente sept./.

Turgot

Councault

Levesque

Scellé led jo. R Ensbd

hastanier

Vevoz

Meny

PAxxbusEv

III

Inventaire des effets
negres de la Concession
de Chatouachas.
24 Janvr (1738.)
(9298)
fo . . .
(2256)

L'an mil Sept Cent trente huit Le
Vingt quatre fevrier alaRequête de nos
dts Sieurs Francois Chastang et Francois
Rougeault Directeur Et administrateur
des Concessions de Messieurs Le maréchal
dasfeld, Comte de Belleisle associés,

Nous No^{re} Royal de la province de la Louisianne Residant
ala N^{lle} Orleans Sommes transporté de notre demeure ala dite
N^{lle} Orleans a la Concession des Chatouachas appartenant amon
dit Sieur dasfeld, de Bellille et associés distance de six Lieues
de cette ville, accompagné de Mrs Assailly et Daunoy a leffet
de prendre lln^{vre} et description de tous les Negres Batimens Bes-
tiaux et au^{es} effets appartenant a lad Concession et Ce pour par-
venir a La Vente qui en sera faite a mesdts, Sieurs assailly et
Daunoy En Exécution de la Procuration des 10 Et 17 Septembre
dernier passé pardevant Gervais et d'Aoust No^{res} de Paris au-
quel Inventaire avons procédé ainsy quil En suit.

NEGRES NEGRESSES NEGRITTES ET NEGRILLONS.

Premierement un negre piece d'Inde nommé Aqua. . Convenu
detre agé denviron trente deux ans sa femme agée de vingt trois
ans Nommée Marianne.

Item un aue¹ Negre piece d'Inde, nommé Boress...aussi Con-
venu detre agé denviron quarante huit ans, sa femme nom-
mée Jeanné agée denviron trente trois ans et un Negrillon
de douze ans et demy Environ, nommé Gouyat.

Item Un Negre PdI² Nommé Niat aussy Convenu agé de quar-
ante trois ans, sa femme nommée M. Congo agé de
trente un ans avec leur Enfants.

Item Un Negre piece d'inde nommé Biscornet Convenu detre
agé denviron quarante trois ans, Sa femme nommée Marie

¹"Aue" meant for autre.

²PdI meant slaves imported for account of the Company of the Indies.

- Biscornet agée de trente un ans, un Negrillon, son enfant, nommé Biscornet agé de sept ans, un autre de quatre ans, un autre d'environ un an; Negrite de douze ans nommée Marie, une P d'I de neuf ans faisant en tout Cinq enfants.
- Item (9299) Un Nègre Nomme françois agé d'environ trente deux ans, un Ecarisseur, sa femme Nommée Pinda agée de Vingt huit ans, un Negrillon de trois ans Nommé Mathurin et un Negrillon d'environ quatre mois avec une Negrite de sept ans, leurs enfants, faisant le nombre de trois enfants.
- Item Un Nègre piece d'Inde Nommé Gollias agé de trente huit ans prochain, sa femme Nommée Acria agée de Vingt neuf ans, Une Negrite de trois ans leur enfant.
- Item Un Nègre piece d'Inde Nommé Simon agé de quarante huit ans sa femme Nommée Teloué; agée de trente ans, Un Negrillon de Cinq ans une Negrite de huit a neuf ans, une autre Negrite de trois ans, une autre Negrite de deux ans faisant en tout quatre enfants.
- Item Un Nègre Nommé La Grandeur agé de trente huit ans san femme.
- Item Un Nègre Nommé La fleur Lequel est Maron depuis Le Vingt six juillet dernier agé de Vingt trois ans, san femme.
- (9300) Un Nègre piece d'Inde Nommé Jean Ecarisseur, agé de trente deux ans sa femme Nommée Bayoc agée de trente deux ans san enfants.
- Item Un Nègre piece d'Inde Nommé Nea Bambara agé de quarante trois ans, Ecarisseur, sa femme Nommée Comba Nea agée de trente trois ans, Un Negrillon de Cinq ans, une Negrite agée de deux ans leur enfants.
- Item Un Nègre Nommé Sans facon agé de quarante deux ans, sa femme.
- Item Un Nègre Nomme Charcola agé de trente Cinq ans, sa femme Nommée Anaze agée d'environ quarante cinq ans, san enfants.
- Item Un Nègre Nommé Perel Jean agé de trente six ans san femme.
- Item Un Nègre Nommé Baptiste agé de trente trois ans, Scieur de long, sa femme Nommée Naninne de trente huit ans.
- Item Un Nègre Nommé Jasmin agé de Vingt six ans avec deux negrites dont l'une agée de six ans et l'autre de trois ans.
- Item Un Nègre Nommé Colin agé de trente trois ans, sa femme Nommée Perry agée de trente huit ans san enfants.
- Item Un Nègre piece d'Inde, Nommé Fadiguy agé de trente sept ans, sa femme Marianne Comba Fadiguy agée de quarante six ans san enfants.
- Item (9301) Un Nègre piece d'Inde Nommé Bocary agé de quarante trois ans, sa femme Nommée Ragoude agée de quarante trois ans, sa femme Nommée Ragoude agée de trente six ans, avec un Negrillon son enfant de trois ans.

- Item Un Negre Nommé L'Eveillé agé de Vingt huit ans, sa femme Nommée Marianne agée de trente ans san enfants.
- Item Un Pd'I Nommé Papa, sa femme nommée fatima agée de Vingt huit ans sans enfants.
- Item Un Pd'I nommé Louis agé de quarante trois ans, sa femme nommée Babet agée de trente huit ans, un enfant.
- Item Un Negre Nommé Gros agé de trente neuf ans, sa femme Nommée aguimita, agée de trente huit ans, un Negrillon de sept ans, une Negrite de treize ans, un Pd' In de dix ans.
- Item Un Nommé Sans Soucy agé de Vingt huit ans, sa femme Nommée adigune agée de quarante trois ans et un Negre de trois ans.
- Item (9302) Un P. I. Nommé Ouatiô agé de trente ans, sa femme Nommée Calot agée de quarante trois ans, sans Enfants.
- Item Un Negre P. I. Nommé atchoupa agé de cinquante trois ans, sa femme Nommée Cosqoage de cinquante trois ans, san enfants.
- Item Un P. I. Nommé Gaza agé de trente huit ans, sa femme nommée ouyet agée de trente un ans avec un negrillon de quatre ans et une Negrite Nenime de deux ans.
- Item Un In P. I. Nommé Rolland agé de Vingt huit ans, sa femme Nommée jeccabane agée de quarante un ans, san Enfants.
- Item Un Negre piece d'Inde Nommé Michelage agé de quarante un ans san Enfants et san femme.
- Item Un Negre Nommé Cezard agé de trente deux ans, Sa femme Suzanne agée de Vingt huit ans sans enfans.
- Item Un P. I. Nomme Maleya agé de quarante trois ans san femme.
- Item Un P. I. Nommé Houlou agé de trente huit ans, san femme.
- Item Un Negre Nommé Guy agé de quarante deux ans, san femme agée de trente huit ans Nommée Comba Guy.
- Item Un P. I. Nommé Kiflo agé de trente deux ans, sa femme soudo agée de trente quatre ans san enfans.
- Item Un Negre Nommé sivry agé de trente ans, sa femme Nommée Prinda sivry agée de trente trois ans, un Negrillon de deux ans et deux negrites, l'une de sept et lautre de Cinq ans.
- Item Un P. I. Nommé Simon agé de Cinquante un ans san femme.
- Item Un Negre nomme Grandjean agé de quarante ans, sa femme Nommée Quiame de quarante trois ans, sans Enfants.
- Item Un P. I. Nomme duban agé de trente trois ans, sa femme nommée Gomba duban agée de Vingt cinq ans sans femme. nommée Gomba duban agée de Vingt cinq ans sans enfans.
- Item Un P. I. Nommé Mary Couellon agé de trente trois ans sans femme.

- Item Un P. I. nomme Congo agé de quarante huit ans sans
(9303) femme.
- Item Un P. I. nommé Gribouille agé de quarante trois ans sa
femme nommée anat agée de trente huit ans et un Negril-
lon de dix, sans Enfants.
- Item Un P. I. Nommé Jeannot agé de vingt huit ans, sa femme
Challiot de trente trois ans, tous les deux marons depuis
le vingt quatre Novembre dernier.
- Item Un P. I. Nommé Baye agé de vingt neuf ans sans femme.
(9304) Item Un P. I. Nommé Samba agé de vingt huit ans sans
femme.
- Item Led Nomme Dozon agé de trente ans, sa femme nom-
mée Medioza agée de trente deux ans, un negrillon agé
de quatorze ans et un autre de deux ans avec une negrite
agée de dix ans.
- Item Led P. I. Nommé Domage de trente trois ans, sa femme
Perrette agée de vingt six ans avec un negrillon nomme
Jacques dun an Environ.
- Item Un P. I. Nonion Payemain agé de trente cinq ans et Comba
sa femme de trente trois ans et un Negrillon de neuf ans.
- Item Un P. I. nommé falgure agé de trente trois ans sans fem-
me.
- Item Un Negre nomme Chocola agé de trente huit ans san
femme.
- Item Une Negresse piece d'Inde Nommée Dayee de quarante
huit ans sans enfants.
- Item Une P. I. nommée Gampé agée de quarante huit ans sans
(9305) enfants.
- Item Une P. I. Nommée Cammille agée de Vingt sept ans et un
Negrillon son enfant agé de Cinq ans.
- Item Une negrite sans pere ny mere agée de dix a onze ans.
- Item deux autres negrites P. I. agée de dix ans et Lautre de
sept ans.

Negres Item Un Negrillon agé de treize ans.

..... Item Un aue nommée Francois de quatorze ans.

..... Item Un P. I. Nommé Francois de six ans.

BESTIAUX

Chevaux Deux Entier, Deux Js Coupée, Deux jumens, et une pou-
liche, plus une pouliche.

BETES A CORNE

Sept Boeufs, Six tauraux.

Trente Mere Vaches (dont trois égarés dans le bois).

Treize tauraux ou Genisses, Treize & plus jeunes.

(9306)

COCHONS

Un Verrat et Deux Truyes.

VOLAILLES

Quinze poules ou Coq que le d Sr Rougeault avoit Recu par Inventaire.

PIGEONS

Environ Vingt paires de pigeons.

MEUBLES MEUBLANS

Trois armoires dont deux de bois de Cypre ea un de noyer.

Un Bas darmoire de salsafra (meant for sassafras).

Item Sept Tables dont trois de Noyer grandes et petites.

Item Neuf Chaises de bois blanc en paille Bonnes et mauvaises.

USTANCILES DE CUISINE ET AUS

Item Quatre Broches a Rotir de fer.

Item Cinq Bois de lit.

Item Cinq Bouteilles de verre.

Item Une Bassine de fer.

Item Un Bér de toile tres avarié et hors de service.

Item deux Barattes a battre le Beurre dont une Cerclée de fer.

(9307) Item Six futs de canevette Vieux.

Item Douze couteaux de table dont un Cassé a manche de bois.

Item Douze fourchettes dacier.

Item Deux couvertures de laine blanche tres uzées.

Item Deux Chandelliers de Cuivre et mouchettes.

Item Deux paires de Chenets dont une grossiere paire de Cuisine.

Item Trois vieilles Casseroles de Cuivre entierement hors de service.

Item Un Chenet a grille de fer servant dans la salle.

Item Une cullere a poi de Cuivre.

Item Trois vieilles Couvertes de poil de chien tres vieilles.

Item Une Cloche de fonte servant journalierement pour rappeller le Negres du travail.

Item Un Coquemard de cuivre denviron 4 pot.

Item Un centre de four.

Item Quatre vieux Coffres de bois sans serrure.

Item Un Cuvier Cerclé de fer.

Item Un Caschet a palan.

Item quatre paires de draps de lit.

Item Un surplis et une étole de prêtre.

Item Une Ecumoire.

Item Un grand etoe de forge.

(9308) Item Un Essieux de fer pour charrette.

Item	Deux antonnoirs de fer blanc pr bouteilles.	
Item	Un flasque a repasser le linge.	
Item	Quatre instrumens a mathematique contenant un Niveau d'Eau dans son étuy, un demy cercle apinelle, un quart de Cercle, un anneau astronomique dans son étuy.	
Item	Une lunette daproche tres mauvaise.	
Item	Une paire de landiers (ou hatiers) pour cuisine.	
Item	Six lunettes dans un Etuy.	
Item	Une tres mauvaise lechefrite de fer.	
Item	Plusieurs Livres Consistant en Le Dictionnaire, Astronomique en deux volumes	2 L
	Le dictionnaire Universsel en 2 Thomes	1 L
	Le dictionnaire aparet en deux Thomes	2 L
Item	Quatorze volumes Concerant Le monde	14 L
Item	Quatorze thomes des mlle et un jour et mille et une nuits,	14 L
Item	Lhistoire Romaine de floren un Volume	1 L
Item	La geographie de tems en un volume	1 L

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Item	Une Grande Chaudiere d'Equipage avec son Couvercle, de Cent hommes, de Cuivre.	
Item	Une denviron huit pots avec son Convercle.	
Item	Trois matelats de laine et Crin tres Vieux.	
Item	un mortier de fonte et son pilon pezt environ trente Livres.	
Item	Trois Chaudieres de fer.	
(9309)		
Item	Une mauvaise meule a aiguiser preque hors de service.	

LINGES DE TABLE

Item	Une Nape ouvrée plus une au ^e Jes hors de service.	
Item	Six grosses Napes Tant bonne que Mauvaises.	
Item	Une douzaine de serviettes ouvées et deux douzaines de unies tant bonnes que mauvaises.	
Item	Une passoire de Cuivre, vieille.	
Item	Une paillasse dito.	
Item	deux Livres.	
Item	Deux sceaux a Cachetter dont un aux armes de france.	
Item	Lautre aux armes du Comte de Bellille.	
Item	Deux seringues a Clistère dont une garnie.	
Item	Un soc a Cheville attaché a son bois.	
Item	Six pieces de toile de deux aulnes Chacune.	
Item	Un grand Trepied de feu a mettre un Chauderon sur le feu.	
Item	Cinq vrilles.	
Item	Vingt six assiettes de grosse fayamce douze plats de terre grands et petits.	
Item	Un grand Plat a soupe, Ivre (Inventorié).	

Item Quatre casseroles de terre.

Item Deux Cent soixante six Cols noir et bleu (Ivré) un d'Eta-
mine, avariés.

Et attendu quil est onze heures sonnées avons Cessé La vac-
cation du Consentement des parties soussignés Et les dts effets
Remis au Sr Rougeault a la Charge des dts Sieurs assailly et
ont Signés Daunoy,

Assailly, f Roujot, Chastang, Henry notaire.

(9301) Et led jour deux heures de Relevée avons continué a pro-
céder aud Inve et description desdts effets qui se sont trouvés
dans la dte Concession.

Premierement—Dans un batiment servant de Magasin de la dte
Concession sest trouvé.

Dix sept scies de long dont dix hors de service.

Item Vint six feuilles de scies soit de traverse, passepartouts
ou arpans dont vingt quatre hors de service.

Item Dix sept limes neufves.

Item Cent cinquante huit do tant grandes que petites toutes
hors de service y en ayant une partie Cassée.

Item Neuf Carreaux Enliné Taillandés.

Item Six rapes en bois.

Item Trois Caisses de Vitres dont la Valeur de deux Caisses
Cassées.

Item trente trois couteaux a Indigot.

Item La valeur de deux Caisses pleines de Cruches entierement
cassés et qui ont été jetté dehors g p memoire.

Item Une pre de souliers d'Enfans entierement mangé des Rats
jetté dehors mis icy pr mémoire.

Item Cent trente trois Livres Gros Clouds fiches et a Charette.

Item treize Cent quatorze livres de Vieux Gables coupés plu-
sieurs tonneaux nétant bon qua faire del'etoupe pr Cal-
phater les Cuves a Indigot ou Bateaux.

Item Un baril de fonte dont on ne Connoit Lusage Composé de
(9311) sept pieces de cuivre, fer ou bois.

Item Cinq grandes haches a doles ou a Buze tres avariées.

Item Vingt neuf Livres de Vieux Etain composé de vieux plats
assiettes Bassin de Comodité d'Etain et Poelons Inv. plus
deux Livres.

Item Soixante et dix huit Livres de vieux fils de fer nétant bon
a rien qua jetter dehors Cependant (mis) icy pour mem-
oire.

Item deux arrosoirs de fer blanc.

Item Trois paires et demy d'etuis de Scelle a chevaux.

Item Vingt futtes (fûts) de fer blanc.

Item deux grands peignes a cheveux.

- Item Sept Cent quarante deux Canifs Communs tout mangés de rouille et hors d'état de pouvoir jamais servir derien, jettés dehors et mis icy pour mémoire.
- Item Dix paires de petits Ciseaux Contiennent deux mangés de rouille et jettés Icy pour memoire.
- Item Un Mauvais filet a prendre des étourneaux.

Et attendu quil est Cinq heures sonnés avons Renvoyé Lévaluation du Consentement des Sieurs Soussignés Lesquels effets inventoriés ont été Remis au Sieur Rougeault et ont signés Daunoy, Assailly, f. Roujot. Chastang. Henry notary.

(9312) Et le Vingt Cinq^e jour du mois de Janvier sept heures du matin avons procédé aud Inv^{re} ainsy quil Ensuit Premierement un tournebroche avairié sans pieds.

- Item Une chaudiere de Cuivre a trois pieds at sa Couverte³.
- Item deux autres chaudiere deux davariés et hors de service n'estant bons quen mitraille.
- Item Une vielle passoire Un vieux Chaudron un poilon et un débris d'ecumoire de C. ⁴ hors de service pezant neuf livres.
- Item Quatre restes de meule a éguiser nestant possible de pouvoir estre monté attendu quelles sont toutes tres usés et jettés dehors, cy pr mémoire.
- Item Une mauvaise scelle de cheval tres avarié.
- Item Une scellette a Limodier hors de service avec sa dossière.
- Item Trois anel^{ets}... dont un grand et deux petits tres bons.
- Item Trois fléaux de Balances dont un grand et deux moyens avec une paire de plateaux.
- Item Deux au^s dont un Cassé et hors de service.
- Item Huit poids de fer de Cinquante livres Chacun et une de Vingt deux de douze livres, trois de quatre livres Chacun étan non servis.
- Item Une paire de Balances a plateaux de Cuivre avec fléau.
- Item Une paire de petites Balances avec un poids de marc die dune Livre.
- Item Quatrè cent Cinquante huit petits Briquets et Balle...
- Item Cent douze Couteaux de table mangés et rouillés, hors de service.
- (9313) Item Un Moule de balle de fer.
- Item Six Cent Cinquante Cinq Boucles d'harnois trois cent quatorze anneaux pour licol treize clefs a vin de bois, Cent vingt trois couteaux flotier, Cent dix neuf fourchettes de fer et quatorze Livres de Clous a Cordonnier, Le tout dans

³meant for couvercle.

⁴Cuivre.

¹"Aus" meant for autres—others.

- une petite Caisse entierement hors de service et de nulle valeur.
- Item Neuf Chandelliers de Potin dont quatre qui peuvent servir et Cinq Cassés et hors de service avec une paire de mouchettes cassée.
- Item Une Cais^e de Couplets entierement hors de service et de nulle valeur trois fers de loquet et deux Cent vingt Cinq crochets por chassis, trois Cent dix sept pitons a visse, Cinquante sept mentonnet pr Loquet, trente neuf Crampon^s pr fenetre dont...le tout hors de service étant mangé de Rouille.
- Item quatre moulins a Caffé hors de service.
- Item deux Broches a Rotir.
- Item deux fers a Metre sur les hêtieres pour soutenir une pelle sur le feu.
- Item Une Caisse remplie de plusieurs petites vieilles ferrailles Comme Etuis, Cadnats Eperons, tire hourres tagette de fenetre, Cadenats, Le tout hors de service nstant bon arien.
- Item Onze vielles Brosses a Chevaux.
- Item Une grande Chaudiere de fer périe au fond et nstant bon arien.
- Item Un arbre de Moulin, plus un autre, deux en tout.
- (9314) Item Une barre de fer prisonnier avec huit anneaux.
- Item Cent anneaux a Rideaux de C⁴.
- Item Un anneau de fer et porte.
- Item deux asses a tonneller.
- Item Un Balancier a bras.
- Item Quatre vingt Cinq Boulons ou Chevilles de fer.
- Item Deux mauvaises Besaigues.
- Item Un Bouron a porte.
- Item deux Brinqueballe pr Moulin a bras.
- Item Un Ber dame a menuisier^s.
- Item quatre Boettes a Roue.
- Item seize Couteaux manches tant a tonneller, sabottier, que pr tanneur dont quatorze hors de service.
- Item Une Clouiere de fer a fre des Clous.
- Item Vingt deux Cuilleres de fe rpr les Mines...
- Item Un mauvais poelon de Cuivre avarié.
- Item Trois Cent pieces de Batterie de Cuis^e hors de service et de nulle valeur.
- Item Un Couperet de Cuisine.
- Item Une manivelle de meule a aiguiser avec arbre.
- Item trois au^s petites manivelles.
- Item Soixante et seize marteaux de differentes qualités nstant bon a rien et mis en ferraille.

⁴Cuivre.⁵wrong in text, meant for bec d'ane.

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- Item Vingt un marteaux a faux huit petites pres de tenailles a visse et a marteaux Une Etrille a Cheval hors de service.
- Item trente Cinq branchet de Cordonnier.
- Item Un tranchan a Cordonnier.
- (9315)
- Item trente quatre Guimbelet de nulle valeur et jettés dehors, icy pour mémoire. (meant for gibelets.)
- Item deux Romaine Je dis trois Romaines.
- Item Une Colombe a tonnelier avec son fer.
- Item deux Jabloin monte.
- Item une asse et deux Taillefond dont un hors de service.
- Item un tire fond et vrille...
- Item deux velopes deux Rabot monté, quatre Bouvets quatre sergens a menuisier et quatre fin de Velopes et Rabot outils de menuisier.
- Item Six volans montés.
- Item Un mortier de fonte avec son piloir de fonte pzt environ douze Livres.
- Item deux Chandelliers de fer pr Canot.
- Item deux Coutres a Bandot.
- Item quatre mains de fer pour tirer leau dun puits.
- Item Une Chainne a Chien.
- Item treize vieilles mauvaises serrures toutes Rouillés et hors de service.
- Item dix neuf sonnettes de Bestiaux.
- Item trois petites a batans de fonte dont une sans Batan (bouton).
- Item deesx vieilles Ecumoiros de Cuivre.
- Item dans le grenier dud magasin Deux Cent quarante une poulies de bois de toutes sortes.
- (9316) Item une poulie de fonte.
- Item deux paires de Gands.
- Item huit paires de peignes a Chanvre.
- Item quatorze Bats a Chevaux tout pourries mangés des rats et hors de service de mesme que les sangles et jettés dehors nestant bon a rien.
- Item Six scelettes inv^{es} jettés dehors, pr mémoire.
- Item quatre mauvais soufflets de four dont tout Le Cuir est mangé des Rats.
- Item plusieurs débris de scelles, Brides et autres harnois tout pourries et mangés des Rats jettés dehors pr mémoire.
- Item Cinq morts de Bridon ou filet plus une.
- Item Cinq morres Brisés pr Inv.
- Item Mauvaise pre Cizeaux a tailleur.
- Item Trois morres de bride et une Bride garnie.
- Item Neuf sabliers ou horloges dont deux bons et les autres Cassés et hors de service.

- Item quatorze mauvais fusils hors de service.
- Item Cinq vieux Canons de fusils.
- Item Vingt autres vieux fusils hors de service.
- Item Une paire de pistolets hors de service et un d^{es}.
- Item Cent livres de fil de voyle presque hors de service jetté dehors.
- Item Soixante et douze feuilles de fer blanc.
- Item Sept futs de tamis hors de service et jetté dehor.
- (9317) Item quatre Volds a Chaloupe Cassé et jetté dehors.
- Item quarante une faucilles bonnes et mauvaises.
- Item Trois pres et demy de traits de Corde.
- Item Un Couloir a lait de fer blanc.
- Item quatre viex Sceaux.
- Item Un Rouet a filer.
- Item Un Rateau a dent de fer hors de service.
- Item Une pre de Roues de Charrette.
- Item Un Rouïable pour le foin.
- Item Six perriens de fer sans Boette.
- Item Une poudriere de fer blanc hors de service et jetté dehors.
- Item quatre pots de Gray.
- Item quatre Rideaux de serge verte toute pourries et jetté dehors.
- Item trois peaux de mouton tout púrries et jetté dehors.
- Item Une paire de pistolets de service.
- Item trois pioches une foe^s et une pelle Bêche.
- Item Un pliant de lit en toile pourry et jetté dehors.
- Item Une lanterne sourde hors de service et jetté.
- Item quatre vingt dix huit pres de Jarretieres de Cuir entiere-ment mangé deRats et jetté dehors.
- Item deux Grapins de Chaloupe pzt environ soixante livres.
- Item Cinquante six pres de guetre de Coity pourry et jettés.
- Item Trois gaules de fer a pompe.
- Item Le bas dun fauteuil tout Brisé et jetté dehors.
- Item Cinquante aulnes de mauvais draps de St Jean en plusieurs morceau, hors de service et jettés dehors.
- (9318) Item douze Coliers de tirage dont dix hors de service et jetté dehors et deux aux trois quart brisés.
- Item demy Livre de Cire dEspagne noire.
- Item deux Broyeurs a lin qui ne sont bon a rien.
- Item trois Cent quatrevingt douze tuyaux de fer blanc.
- Item Quatre mille Cinq Cent trois Livres de ferrailles Contant les coins de fer fourches a deux et trois pointes, Pics am-ines, Gaffes et fers 'a Chevx. vielles Chaines, aiguilles a matelats, Couteaux boucher, Socs a Charrues, fers a Re-passer, Cadenats averrouils sans Clefs. panture et Char-nieres, et asse,... Chiens a tonnellerie, Sepes, volans, Etoc

^sfor "d'inventorie."
^a"faux."

(9319) a main, Gouge, tarrieree, ferremens de moulin, verrouils de portes, fourches a Chaudiere, aiguilles a matelats, aiguilles a mines, Tenailles de forge, pinceons, Compats a Charpr, Chenets a Cheminée, Taule, fer de Colombe, fer de Velope, gratoir a tanneur, Cremailliere, Chandellier de fer pr Cuisine, Vis et carcasse de pirogue, Cuiller a pot de fer, Cassetete, haches darmes, pelle a boue, Truelles, trois Moulins, vielles haches, vielles poilles, gonds a pierre, Etriers pr feu de long, pelle Buche, Louchet anse de Chaudron, Cizeaux a Charpr et menuizier, Gulo de fer, manivelle de meule a aiguiser, Chesne de proie, Cercle de futailles, pincette a feu, Tenailles de forge, Coutoc¹ a Char-rue, Ratissoir ou Rateau a jardinier, valet de Charpentier, dans de fer, Clous et Visse et divers autres ferremens Cassés et mangé de Rouille nestant bon a rien qua jetter dans la ferraille Ce qui a été fait.

Et attendu quil est onze heures sonnées avons Cessé la Vacation du Consentement des parties Lesquels ont été Remis aud^t Sr Rougeaut pr les dts Srs Assailly et Daunoy et ont Signé

Daunoy

Assailly

Chavannes

f Roujot

Henry No^{re}

Et le dit jour deux heures de Relevée avons Continué de proceder a L Inv^{re} et description des effets de lad Concession En presence des Sieurs et ainsy quil En suit

BATIMENS

Une maison de Cinquante un pieds de long sur vingt quatre de large sur solle, Convertie dEcorsses, entouré de planches, Bouzillage en dedans, a Cheminée doublé de Brique, Consistant en une grande salle, trois Chambres et un Cabinet Servant de maison principale

Item Un batiment servant de Cuisine sur solle Entouré de planches, Couverte de Bardos, a Cheminée de Brique, four et fournaise de trente pieces de long sur vingt de large, Consistant en la dte Cuisine et deux Cabinets.

Item Un Batiment servant de magasin sur solle Couvert de Bardos Entourré de planches de trente pieds de long sur Vingt de large Planché haut et bas.

¹Wrong in text; should be "Coultre."

- Item (9320) Un au^e Batiment servant de magazin sur solle Couvert d'Ecorsses, Entourré de planches, planché haut et bas, de trente pieds de long sur Vingt de large.
- Item Un vieux pigeonier Sur quatre poteaux En terre, Couvert de Bardos de treize pieds en quarré, entourré, de Boucillage porte haut et bas de pieux.
- Item Un Batiment servant d'Ecuyrie a Chevaux, Couvert d'Ecorsses, Entourré de pieux de treize pieds de long sur dix de large Non planché.
- Item Une Cabane de treize pieds environ de longueur sur dix de largeur Couverte d'Ecorsses, Entourré de pieux.
- Item Une Grange de quatrevingt pieds de long sur Vingt Cinq de large, Couverte d'Ecorsses, Entourré de pieux de poteaux Non planché.
- Item (9321) Un batiment servant de poulaillier de treize pieds de long sur dix de large Entourré de pieux Couvert d'Ecorse, Planché haut et bas.
- Item Un au^e Batiment de treize pieds de long sur dix de large Entourré de pieux Couvert d'Ecorsses, Planche en haut seulement, servant de Laiterie.
- Item Un autre Batiment de Cent pieds de long sur trente de large servant Cy devant d'Angare a tabac, a present Sans Couverture.
- Item Un au^e Vieux batiment de trente pieds de long, Couverte d'Ecorse, Entourré de Bouzillage et servant Cy devant de suerie de tabac, de poteaux en terre a present sans Couverture, et planché haut et bas.
- Item Un au^e Batiment de quatrevingt pieds de long Couvert de latanier entourré de pieux poteaux en terre servant Cy devant d'angard a tabac au bout duquel il y a une petite Cabane Couverte d'Ecorse.
- Item Vingt Cabanes a Negre Entourré de pieux, Couvert de Latanier servant de logement pour les negres de la d Concession.
- Item dixhuit Cabanes couvertes de Latanier entourré de pieux servant de grange pour les vivres des negres.
- Item (9322) Quatre Indigoteries Complettes en les Caisses et sacs a Indigot et sceaux necessaires.
- Item Environ quatre arpens de terrain Entourré de pieux, servant d'Enceinte pour la Basse Cour, pour les vaches et les vachers.
- Item Un jardin de pieux d'environ un arpent et demy y compris l'des arbres fruitiers.
- Item Environ Cent arpens Entourré de pieux debout et a travers estant la terre destinée a fre de lindigot.

VIVRES DE NEGRES

- Item dans plusieurs granges appartement a differns Negres de la dte Concession sest trouvé.

Quatre Vingt seize Barils de Rye.
Vingt Cinq Barils de feves.
Et Quatre Barils de Patates.

a quoy ont été Evalués les graines en présence de Sieur Jacques Canterrelle appelé a cet effet attendu que Les graines Ne sont pas Batus.

OUTILS SERVANT AUX NEGRES

Dixsept pelles Beches, plus trois, en tout Vingt bonnes et mauvaises.

trente trois haches plus Cinq en tout trente huit Icy Soixante et dixsept pioches La plus grande partie tres mauvaises.

Qui sont tous les biens meubles et Immeubles, negres Batimense et graines qui se sont trouvés sur la dte habitation de Chatouachas lesquels ont été Laissés ez mains du dit Sieur Rougeault du Consentement de mes d Sieurs Assailly et Daunoy a leffet destre son Inv^{re} joint a la minutte de Contrat de Vente qui doit estre passé par nous no^{re} soussigné Etant signés

Daunoy	Assailly
Roujot	Chastang
	Cantrelle
	Henry No ^{re}

Concession Un negre Thomas qui a pris le metier de forgeron
..... chez Bonneau.

Inv^a Un P I¹ nomme Thomas marron avec Chactas.

Un P I nomme Sendeyny marron depuis 14 mois deux negrites (9323) filles de françoise P I et de Theannalle, dont une nommée françoise agé de neuf ans et lautre de quatre ans et demy. les negres qui sont au Petit Dezert.

Un negre nommé Mota agé de trente Cinq ans et une negresse Nommée Therese agée de Vingt sept ans et deux et trois negrittes, leurs enfans.

Un negre nommé Alog agé de trente un ans, sa femme apoline Medure de trente cinq ans et un negrillon, leurs enfans.

Un negre nommé Guy de vingt sept ans, sa femme éemba de vingt cinq ans, avec deux negrillons et une negritte leurs enfans.

Un negre nommé Julian de trente trois ans sans femme ny enfans.

¹Coutoe in text; should be "Coult"

Un P I nomme Goulas Inv.

Un Inv nomme Bisoy Iv.

Un P I nomme Ouatio Iv.

Une negresse nommee Mariane et une negritte son enfant.

Text of this last page very pale in some places entirely effaced.

(9324) Et led Jour sommes transporté dans les Granges de la Concession en presence des Sieurs Soussignés a Leffet destimer Les graines qui sy sont trouvées provenant de la Recolte derniere Sy est trouvé la quantité de Trente Cinq Bls de feves apalaches. Cent Vingt Cinq Bls de Patattes.

Cent Vingt trois Barils de Rye en paille.

Item Environ huit Bls de graine d'Indigot.

Cent Cinquante planches bonnes et mauvaises.

Par addition.

Item Deux Barrils de feves.

Cent trente quatre Livres un quart de lin peigné.

Item Trois Cent quarante bottes de lin avec la graine.

Item Quatorze (Cent) huit Livres d'Etope de peu de valeur etant partie gaté.

Item Quatre Cent soixante Neuf Livres at demy Tabac en manoque hors de service estant tout pourry et jetté mis icy pour mémoire.

Assailly

f Roujot

Daunoy

Chastang

Henry No^{re}

Qui sont tous les produits de la recolte que led Sieur Rougeault Nous a déclaré estre du produit de l'annés derniere Lesquels ont egallement restés entre ses mains Jusqua ce quil en soit ordonné par Messieurs de Bienville et Salmon Chargé des procurations de mesdits Sieurs Les Interessés en lad Concession Et ont Signes

Daunoy

Assailly

Chastang

Cantrelle

f Roujot

Henry No^{re}

IV

(9325)
Vente

FURENT présens en leurs personnes Monsieur Jean Baptiste Lemoyne de Bienville Chevalier de L'ordre Militaire de St. Louis, Gouverneur de la Province de la Louisianne et Edme Gatien de Salmon Con^{sr} du Roy Commissaire de la Marine Ordonnateur et Premier Juge au Conseil Superieur de cette pro-

vince au nom et comme chargé de procuration de Monseigneur Le Marechal Dasfeld Gouverneur de la Ville et Citadelle de Strasbourg Directeur des fortifications de France Commandant Militaire de Saint Louis et Chevalier de la Toison d'Or, de Messire Louis Charles Armand Fouquet Chevalier de Belleisle Brigadier des armées du Roy, au nom et comme charge du pouvoir de Messire Charles Louis Auguste fouquet Comte de Belle-isle son frere Lieutenant General des armées du Roy Chevalier des ordres de Sa Majesté etc, et Messire Gerald Michel de La Jonchere Commandeur et Tresorier General de l'ordre Militaire de St. Louis d'une part Suivant la procuration passe pardevant Mes^{es} Daoust et Gervais Notaires au Chastelet de Paris le dixieme Septembre dr et Dame Louise Magdelaine Le Blanc Vve de Messire Esprit Juvenal Dharville des Voisins et Chevalier... dehenel Me De Camp Lieutenant du Regiment d'Orleans dragons Seigneur de la Doue la Bargare Chaufrix, chantemerle et autres lieux, Suivant la procuration passé pardevant M^e Nitor Notaire Substitut Etabli en la Seneschaussé de Doue St Germain Chaufrix St Cir et St Ouen sous le tabellion de la Coulommierie en Brie la d procurationen datté du dix Sept Septembre Et icy Certifié Véritable déposé pour minutte avec M^e Daoust Notaire de Paris dont les expeditions Sont annexés a la Minutte par dts M^e Daoust, Notaire demeurant d'ordinaire a Paris Et propriétaire de Société dans les d Concessions qls ont dans cette Colonie Lesquels dits Sieurs Bienville et de Salmon en l'Execution de la d procuration Ont par ces pntes Vendus Seddé et transféré transporté (9326) Delaissés des maintenant a toujours Et promettant garantir de tous troubles ci apres et généralement quelconques aux Srs Charles Favre Daunoy et Joseph Assailly cy présent et acceptant solidairement l'un pour l'autre un Seul pour le tout sans diminution ni discussion ny fidejussion a quoy ils Renoncent une Concession située au Canton des Chatouachas Consistant en Sioxante et douze arpens. de face sur la profondeur ordinaire avec les défrichés enclos Batimens fond en Comble Negres Negresses et Negrittes, Bestiaux, Meubles meublans, outils généralement quelconques sans en rien réserver ny Retenir suivant Linventaire qui en a esté fait le Notaire Sous a la Requisition des Srs Chastang et Rougeot administrateur et Directeur de la d Concession les Vingt quatre et Vingt Cinq du present mois en presence des Sieurs Daunoy et Assailly leur en faisant les d procureurs and nom Toute Cession Et transport...

dont les d acquéreurs sont Contents pour (En justice³, avons le tout reçu et visité comme aussy un Emplacement que les d Constituants ont en cette Ville Concistant en 20 toises de face sur Cinquante six de profondeur faisant en tout deux cent arpens attenant d'une part du couchant audit Sieur Du breuil, dautre du levant au Sr Dumanoir agent de la Compagnie des Indes dun bout du Mur sur sa devanture du fleuve St Louis et dautres au Septentrion Sur la rue Royale avec les d Bastimens qui sont dessus tombant en ruine les terrains sans Clotures et en outre Quatorze arpens de Terre de face sur la profondeur ordinaire Seitué a lendroit appelé le petit desert a une lieue environ au dessus de lautre Coté de la Nouvelle Orleans avec les Baraques qui sont dessus Circonstances et dependances Comm' aussy les Terres quils ont aussy appartenant dans le pays des Natchez appellés la terre Blanche Laquelle leur avoit été Concédé par la Compagnie des Indes on Lannée Mil Sept Cent dix neuf ou les d Srs Constituants avoient formé un (9327) Etablissement Considerable et lequel vient destre d Etruit

Mil sept Cent vingt neuf par les Sauvages Natchez les d Srs Procureurs au d nom leur faisant du tout cession et Transport ne promettant les garantir que de leurs faits et promesses Seulement pour En jouir par les d acquéreurs eux leurs hoirs ou ayant Cause Comme dune Chose a eux appartenante ainsy quen ont jouy les d Sr et Dame constituans cy dessus Cession et Transport ainsy faite moyennant le prix de Cent Mille Livres payables par les d Srs acquéreurs En dix années par parties égales de Dix mille Livres a la fin de Chaque année Dévolue et accomplie dont le de payement Echerra au premier janvier prochain Mil sept Cent trente neuf. (Les payements seront faits d'année a la Nouvelle Orleans au porteur des pouvoirs de nos dts Sieurs et Dame constituans)¹ en argent au cours de france ou en indigo bon et marchand livré en caisse ou en futaille au prix courant dans la Colonie le dit jour d'echéance de chaque année dont il leur tenu compte au raport d'un Certificat de quatre principaux habitans de la Colonie, approuves de Messieurs resene le Gouverneur et Intendant de la dte acquereurs ne pourront point vendre aucuns des negres et negresses pieces d'inde, negrillons et negrittes qui lur ont été livrés par le d inventaire qu'apres cinq ans de jouissance Revolues et accomplies et en avoir payé la somme de Cinquante Mille Livres qui est la Moitie du prix de la

¹So torn and pale that text is scarcely legible.

dte vente a peins destre oblige de remettre le prix des esclaves vendus par les dts Srs acquereurs desquelles sommes il ne leur sera tenu compte que sur le dernier payement des dits Cent Mil Livres et dy estre Contraint par toutes les voyes comme pour le payement du dt capital, comme aussy les dts Srs acquereurs ne pourront pendant les dtes cinq annees employer aucuns des dits esclaves quils ont aujourd'hui acquis Suivant led inventaire sur aucune autre terre que Celles qui leur sont presentement vendues par les dts Sieurs procureurs sans en avoir prealablement obtenu la permission par Ecrit des dits Sieurs Constituans Laquelle permission ne leur sera accordee qu'en se Soumettant (9328) par eux de payer Deux Cent livres par an par chaque tete de negre qui seront Employes hors des susdits Terres aux vendeurs desquelles deux Cent Livres ils ne leur sera tenu compte que sur le dernier payement. et que pendant les dts Cinq (9329) premieres annees les dits sieurs acquereurs seront obliges d'entretenir les bastimens qui sont sur les dittes Terres Suivant le dit inventaire hors que pour leur Commodite Ils vou-lussent en faire abbattre quelques uns Ils seroient Tenus de les Remplacer en dautres equivalents pour assurance de quoy il sera Loysible aud dits Sieurs Constituans ou autres par eux proposes de les faire visiter toutes les fois qu'ils jugeront a propos en Cas de Contravention des dtes conditions Cy dessus par les dits sieurs acquereurs ils seront poursuivis par les voies ordinaires de la justice.

A ete de plus Convenu qu'au Cas que les dts acquereurs ne Conservent pas le Sieur Rougeot qui est actuellement Econome de lhabitation des Chaouachas que le Compte qui sera arreste avec Luy les dits Sieurs Constituans se trouvassent luy estre redevable des appointemens les sieurs acquereurs le garderont a leur service leur service jusqu'a l'Echeance du payement de la premiere anne du Capital sur lequel les dts Sieurs Constituans consentent qu'il soit paye Si mieux n'aiment les sieurs acquereurs En le congediant luy payer en avance ce qui se trouveroit luy estre deub Laquelle somme sera imputte sur les premiers payements que les dits acquereurs doivent faire audt Sieurs Constituans et Comme par le dit Inventaire il sest trouve que la quantite de Deux Cent dix neuf barils de Rys, Cent Vingt neuf barils de patattes et soixante deux Barils de feves provenant de la recolte derniere Tant des vivres que les negres ont fait pour leur

(9330) propre nourriture et....l'habitation Laquelle quantite....
 suffire....la Nourriture des Negres jusqu's la Recolte pro-
 graines....qui qui n'est pas suffisante pour leurs semences de la
 presente année.. sy estant trouvé en outre une quantité de Cent
 Cinquante planches bonnes et mauvaises qui ont été évaluées a
 la somme de quinze sols piece faisant en tout la somme de Cent
 douze livres dix sols que les dits S^{rs} acquereurs seront obligés de
 payer pardessus de la somme principale aud^s S^{rs} Constituans
 Esd^t inventaire aussy annexe en la Minutte des d presentes pour
 Surete de laquelle vente les dits acquereurs affectant obligent
 solidairement et hypotèquent tous leurs biens meubles et immeu-
 bles presens et advenir speciallement les habitations negres bes-
 tiaux et Batimens Et terrains en ville Elizant a cet effet leur
 demeure sur la dite habitation de Chaouachas, fait et passé a la
 Nouvelle Orleans Es Etude L'an Mil Sept cent trente huit le
 vingt huit Janvier presence des Sieurs françois Gallard Et de
 Charles Levasseur temoins cy demeurant

Et ont signe

Bienville

Salmon

Assailly

cf Daunoy

Levasseur

f. Gallot

Henry No^{re}



GEORGE W. CABLE.¹

By Henry P. Dart.

Cable's star first twinkled in the literary firmament of New Orleans at the darkest hour of life under Reconstruction; that hideous carnival of political profligacy was then at the peak of its flamboyant vulgarity. Those who by birthright and training would have been the leaders of the people, were ground into hopeless inactivity and political inconsequence through a combination of rascality at the polls and of Federal interference, after the returns had been doctored and promulgated.

The efforts of strong men, the prayers of the oppressed, the righteousness of their cause, found no response in the great heart of the American people from whom and through whom alone relief could be expected. At this particular moment when all white aspiration was stifled and when sympathy at least had been expected from those of our own color who were suffering with us, the shadow of this tragic situation was darkened by stories of old New Orleans told with apparent artlessness and with rare sympathy that began to appear in a New York magazine.

The motif of each tale was the suffering of some sad victim of the ancient regime and purposely or unintentionally the impression was created that wrong and injustice was the measure of life in those dreary days of old New Orleans when the white race ruled and the black was servile and impotent. The stories grew in number and by still another curious coincidence, were occasionally copied into a local newspaper,² the subsidized organ of the dominant party whose white supporters were but a minor factor in the organization and a still smaller fraction of the white population of Louisiana.

Under these conditions there followed just what could have been expected, the preponderating element of the reading and thinking people of New Orleans and of Louisiana, refused to recognize the genius of the author or to applaud his success. Nor was their gesture of contempt and disgust affected by any consideration of honesty or principle existing

¹Mr. Cable died January 31, 1925 at St. Petersburg, Fla.; in his 81st year. We reprint with this paper an account of his career published in the New York Times the morning after his death.

²The New Orleans Republican.

in the heart or mind or soul of the author. It was enough that he was one of us by birth, training, residence and occupation and that unconsciously or purposely he had forged another weapon for our adversaries.

So things rocked along until the Presidential and State elections of 1876, when after much complication, national and local, the State was given back to the people who had created it and who of right were entitled to control its destiny. Shortly thereafter, Cable's stories which we have been discussing were gathered into book form and the judgment of the world to which we had been shutting our eyes was made up without appeal. Cable sprang into universal fame, indeed, in the chorus of praise, his "Old Creole Days" was ranked among the great productions of all time. Of course, it had been recognized long before in New Orleans even by those who felt most affronted, that here a new note was sounded in our literature and that perhaps a new school would follow that lead.

After taking stock of the situation, upon a reappraisalment so to speak, there still was no local disagreement in the verdict that recognized the charm and interest and even the genius of the creator of "Old Creole Days," but the original suspicion still clung that the author was persistently amplifying the color scheme and minimizing the value of the white feature or at least failing to catch the nobility of character and the nobler life, of the ancient regime in Louisiana. It resulted that Cable still found himself accepted in New Orleans with a mental reservation.

As if to emphasize this, he increased his polemic stride and conviction grew that the earlier suspicion was well grounded for it now appeared that the genial satirist of the earlier years had become a propagandist whose principles and purposes raised a storm of dissent. Indeed, it is now almost inconceivable what local discord these recurring books, pamphlets and lectures created. The climax may perhaps be fixed at the appearance of the "Creoles of Louisiana" in serial shape in the Century Magazine in 1882 with its highly distressing and apparently well substantiated arraignment of the weaknesses, insufficiencies and incapacities of the Creoles, the white forefathers of Louisiana.

Cable had, indeed prepared here an indictment against the whole race.

This book literally fired the bridges behind him and made it impossible ever to find a common contemporaneous ground of accommodation with a large element of the people of his bailiwick. Indeed, he made no attempt at such an accommodation and proceeded as we have already indicated with more skill than caution to argue the cause of the negro and to fix if not openly, at least by indirection, upon the white people the responsibility for existing conditions, which even if true, would have been justified as a necessary end to prevent the recurrence of the sufferings that had been inflicted on the South and particularly on Louisiana through the misuse of the political power conferred on that race.

It would be wasted time to seek now the ancestral causes or the influences or inducements in his moral life that caused him as a matter of conviction to set his face against his own people, but it should be explained that this last implication does not now seem as evident in his books as it did seem at the time to the inflamed and probably biased minds of his contemporaries. It must moreover be added that he always scornfully rejected and disputed the charge of disloyalty or lack of fealty to his birthright.

Be all this as it may, like all men of fixed ideas, Cable could not be induced to see the trend of his work nor to admit its aspect in the light that others saw it. Neither did he ever turn the light of his genius on the other phase of the subject—the white man's aspect; the fairy seemed to have brought no such generous gift to him. There is no doubt he felt this uncongenial local atmosphere and he closed the incident by expatriating himself. His mind also seemed to have expatriated itself, for he never succeeded thereafter in producing anything approaching the genius and interest of his prentice work in New Orleans.

Yet before and after his expatriation, some of his labors were of deep interest and enduring value to New Orleans, showing a grasp of historical perspective and an ability to state the known facts and his inference from the facts of her history that have laid all subsequent writers under obligation. Thus his history of New Orleans in the U. S. Census Report of 1880 is still considered by all students a most valuable source book for an easy entry upon the study of the history of New Orleans. Indeed, in a greater or less degree most of these have accepted

his conclusions and made it almost hopeless to expect a rewriting of our history in this generation free from his influence.

Prophecy is a poor occupation, but it does not seem beyond reason to say that aside from his history of New Orleans, Cable's fame will long rest on his Creole stories, that is, on one or two books and through these he will be remembered as a discoverer who was not able to people his new hemisphere with characters who would clutch the hearts and appeal to all classes with equal understanding. His appeal, indeed, will always be to a constantly narrowing circle.

To change the simile, let us say Cable pitched his camp in a country blossoming with the lives and deeds of four great racial types, French, Spanish, English and American, and he turned away from these empire builders to find his theme in a servile race upon whose principal functions in that society, service and suffering, he built the monument which his genius might have taught him would suffer the fate of all the Uncle Tom's Cabins of literature.

Notwithstanding this restatement of local contemporary lack of appreciation of Cable's fiction, it is evident that he is entitled to hold a high place in the memory of Louisiana and particularly of New Orleans. His monument based upon his hot indignation over, or a too pitying understanding of, the wrongs and sufferings of a part of the population of ancient Louisiana will crumble if it has not already crumbled, but his real monument will be constructed upon a different foundation. The true service he rendered was in teaching the new generation to think on different lines; in the clash and conflict over his opinions, he helped to weaken and did all but break the bonds which united the new to the old.

Perhaps it would be better to say that the music of his genius played upon the imagination of the youth of his time and suggested a conception of the primary ideas of their ancestors that they had not up to that time been getting in family history nor in the oral local legends of the race. Like a dash of cold water in the face of a sleeper, his words roused with a shock minds that otherwise might have continued to sleep for a longer period. The reaction when it came was on sane and correct lines, the elemental weakness of the thesis of the writer was recognized and indeed was so entirely on the surface it could not be overlooked. In truth, the evil that he did has,

after the old adage, brought strength out of weakness, for, thanks to the discussion that ensued, all but the blindest know that the yellow, or black creole of Cable's imagination was not the real creole of Louisiana.³

But while doing this Cable rendered still another service and this it is that has permanently ranked him among the great citizens of Louisiana. He dotted New Orleans with ancient landmarks that existed only in his fertile brain, and he succeeded in casting a glamor over the old quarter that undoubtedly hastened, if indeed it did not actually create, the revival of the interest that has definitely placed New Orleans among the few unique and unusual places of the world, a traveler's mecca and a never ending source of inspiration to the writer and artist. Cable in truth created old New Orleans. These two things, the organization of the new thought and the creation of the old city, are really Cable's passport to posterity and they will be sufficient to keep his memory green, for many a day to come. They will say then as we now say that it was here he discovered a new world, the old City of New Orleans.

It is worth repeating for it is true, that long before he died, the people of Louisiana had ceased to think of Cable the reformer and radical and remembered him only as the creator of a city that may really have existed but that perhaps and after all was as intangible as the particular houses where it is supposed there dwelt those other intangibles of his creation, the particular people who lived in the houses that he had erected in the City of his creation. The people of New Orleans gave a tribute to this reaction in his favor which it is pleasing to recall. One night in March, 1915, Cable appeared in the

³The most remarkable illustration of the reaction was the wakening of the genius of Miss Grace King, as it is told by Miss Guyol in her paper in *La. Hist. Quarterly* 6. 365 July 1923, who records this account from Miss King, of her own literary origins. It seems at a dinner in New Orleans at which Richard Watson Gilder, the editor of the *Century Magazine* was present, the talk turned on Cable, then "in the heyday of his popularity as a novelist except in that section of the country about which he was writing." Gilder spoke in high praise of him. The dinner was at the home of Miss Grace King's mother and like all others of her type, Miss Grace had a different opinion. "I abused him as only a New Orleans person could, not really abuse you know, it was a sense of resentment of having had our feelings hurt." The banter resulted in a challenge by Gilder to his young opponent "to write better stories of New Orleans" and this challenge resulted in "Monsieur Motte", Miss King's first story, which through Gilder's influence was published in the first number of the *New Princeton Review* for January, 1886, and which we may add brought her instantly into public notice and was the corner stone of her future fame. When we carefully examine it forty years after, we find that she used the old element, (the faithful negro and the helpless white), creating forever a monument to the fidelity of the black race. It was not exactly the antithesis of Cable's view yet it did meet the suggestion that a story of old New Orleans could be written, without malice, and with recognition of the virtues of both races.

Cabildo before an audience filling every inch of the space overflowing into the ante chamber, the reception rooms, halls and stairways, and it rose to meet him with a gesture of respect and reverence that evidently touched his heart.

He began to speak of his affection and sentiment for his native city that had been his home during the precious years of his childhood and youth, in whose public schools he had received his education and among whose men and women he had gained his first friends and where he had always found inspiration for his work. He then read, that is, he delivered orally, the story of the *Maple Leaf* dealing with the adventures of some soldiers of the Confederate Armies captured by the Federals and shipped by sea for imprisonment in Boston. There were seventy-one prisoners, all men from New Orleans and elsewhere in the Confederate States.

While the *Maple Leaf* was on the high seas these prisoners rose on their jailers, captured the ship and navigated her to a point close to the shore of North Carolina whence they betook themselves to freedom, releasing at the same time both ship and officers and crew. No lives had been lost nor had any cruelty been inflicted upon the soldiers and sailors of the captured ship who were thus suddenly demoted from masters to prisoners. The ship was not hurt nor damaged, but on the contrary was restored safe and sound to its officers and this act of nobility enabled them in turn to reach their own homes and escape the prisons of the Confederacy.

It was in short a story of white men and white heroism and of chivalric warfare during a period when some of the barbaric methods of war were not unknown to the men who were thus released. The audience felt that here was a masterful story made still greater by the genius of Cable. It brought home the proof that he could have written a very different story of his own people in the olden days when his star first rose on our horizon, but this passing thought was invoked in sorrow, not in anger.⁴

⁴The story of the *Maple Leaf* had a peculiar interest to Mr. Cable's audience because the majority of the captive Confederate soldiers on board were from Louisiana. They had been taken in the military operations of the Federal forces against the army of General Richard Taylor. In the latter's book "Destruction and Reconstruction" pp. 108-9, he makes the following references to one of the Louisianians on the *Maple Leaf*:

"Leaving Alexandria, I went south to visit the Lafourche and intervening regions. At Vermillionville, in the parish of Lafayette, thirty miles south of Opelousas, resided ex-Governor Mouton, a man of much influence over the creole and Acadian popula-

On that eventful night it was recognized that the writer and his people were at last in accord; their issues of the other days were indeed dead, past recovery; their ancient differences had ceased to afflict their mutual appreciation. Cable had come home to the arms of the City he had made famous and it was poetically right that there in the Cabildo revisited so oft by the shades of our forefathers, he should have been lifted at last to the pedestal he had hoped and failed to fill during the long years of estrangement.

GEORGE W. CABLE

(From the New York Times, February 1, 1925)

St. Petersburg, Fla., Jan. 31.—George W. Cable, author, died early today at his Winter home here. His bride of a year was at his bedside. He was 80 years old.

George Washington Cable won a distinctive place in American literary history by making himself the exponent of the

tions, and an old acquaintance. Desiring his aid to arouse public sentiment, depressed since the fall of New Orleans, I stopped to see him. Past middle age, he had sent his sons and kindred to the war, and was eager to assist the cause in all possible ways. His eldest son and many of his kinsmen fell in battle, his estate was diminished by voluntary contributions and wasted by plunder, and he was taken to New Orleans and confined for many weeks; yet he never faltered in his devotion, and preserved his dignity and fortitude.

"In camp near New Iberia, seven and twenty miles south of Vermilionville, was Colonel Fournet, with a battalion of five companies raised in the parish, St. Martin. The men were without instruction, and inadequately armed and equipped. Impressing on Fournet and his officers the importance of discipline and instruction, and promising to supply them with arms, I proceeded to the residence of Leclerc Fusillier, in the parish of St. Mary, twenty miles below New Iberia. Possessor of great estates, and of a hospitable, generous nature, this gentleman had much weight in his country. His sons were in the army, and sixty years had not diminished his energy nor his enthusiasm. He desired to serve on my staff as volunteer aide, promising to join me whenever fighting was to be done; and he kept his promise. In subsequent actions on the Teche and Red River, the first gun seemed the signal for the appearance of Captain Fusillier, who, on his white pony, could be seen when the fight was the thickest, leading on, or encouraging his neighbors. His corn bins, his flocks and herds, were given to the public service without stint; and no hungry, destitute Confederate was permitted to pass his door. Fusillier was twice captured, and on the first occasion was sent to Fortress Monroe, where he, with fifty other prisoners from my command, was embarked on the transport Maple Leaf for Fort Delaware. Reaching the capes of Chesapeake at nightfall, the prisoners suddenly attacked and overpowered the guard, ran the transport near to the beach in Princess Anne County, Virginia, landed, and made their way to Richmond, whence they rejoined me in Louisiana. Again taken, Fusillier escaped, while descending the Teche on a steamer, by springing from the deck to seize the overhanging branch of a live oak. The guard fired on him, but darkness and the rapid movement of the steamer were in his favor, and he got off unhurt.

"I have dwelt somewhat on the characters of Mouton and Fusillier, not only because of their great devotion to the Confederacy, but because there exists a widespread belief that the creole race has become effete and nerveless. In the annals of time no breed has produced nobler specimens of manhood than these two; and while descendants of the French colonists remain on the soil of Louisiana, their names and characters should be revered as are those of Hampden and Sidney in England."

life, customs and manners of the Mississippi delta, more particularly of the French Creoles, among who he had been born. He was one of the older school of writers that flourished after the Civil War and a leader of the Southerners among them who, by writing of the life near at hand and avoiding European standards, sought to recover some of the importance the South had lost since the country's literary center had shifted further north.

He first became notable by contributing sketches of Creole life to Scribner's Monthly, which became The Century Magazine. His first contribution was rejected, but a second, "Sieur George," was not only accepted but called forth an enthusiastic letter of encouragement from Richard Watson Gilder. The publication of several other stories followed, and when his first seven were collected into a book called "Old Creole Days," the volume won great success and focused critical and popular attention upon the newly risen star in the Southern literary firmament. The impression was deepened by the publication of "The Grandissimes," which followed.

Cable had all this time been working as an accountant in a commercial firm. It was not until his thirty-fifth year, 1879, when the firm which employed him had dissolved because of the death of the senior partner, that he gave up all other connections and formally entered upon the task of supporting himself with his pen.

He was born in New Orleans on October 12, 1844. His father, George Washington Cable, Sr., was of a Colonial Virginia family and his mother, Rebecca Boardman before her marriage, was descended from New England Puritans. The elder Cable was engaged in Indiana in business when a financial crisis overtook him, and he settled in New Orleans. His son was only 14 when the father died, leaving the family in straitened circumstances. The boy had to leave school and go to work as a clerk to help support the family.

When the Civil War came he enlisted in the Fourth Mississippi Cavalry and served till the close. After discharge his desire to write asserted itself and he joined the staff of The New Orleans Picayune. He included in his work weekly essays on local subjects of passing interest and after only three issues his column became one of the popular features of local journalism.

He continued his newspaper work until 1879, meanwhile working up some of the fascinating episodes and stories of old New Orleans life, some of which he found in the yellowed files of his own newspaper. These stories, as has been told, eventually won him recognition in a larger field and he gave up newspaper work for complete devotion to the literary life.

"Old Creole Days" and "The Grandissimes" were succeeded by works which gained him further recognition. "Madame Delphine," one of his best known works, came a year after "The Grandissimes" and in 1884 he published "The Creoles of Louisiana," followed the next year by "Dr. Sevier," another of his most popular works.

Publication of "The Creoles of Louisiana" provided a turning point in his life. From the time of "The Grandissimes" the New Orleans Creoles, some of whose provincialisms he had delicately ridiculed, and the former holders of slaves freed by the Civil War, whose political oppression of the negro in reconstruction days he had denounced, had been complaining of his utterances with ever-increasing bitterness.

Finally the criticism began to annoy him seriously, and since his publication interests centered largely in the North, he determined to move there. This decision was probably further influenced by the fact that he had begun to be very successful in the prevailing practice of authors of the day to travel and give lectures and readings under the direction of Major J. B. Pond.

In the Summer of 1884 he brought his family to Simsbury, Conn., from which place journeys to the lecture platform and the literary market were easy. The following year he establishes his permanent home at Northampton, Mass., where he has since lived.

In addition to his tales of Creole life he wrote in the different sphere of critical essays on political, social and educational reform and religious speculation. In this writing was included a great deal of attention to the political and social status of the Southern negro. "The Silent South," 1885, was typical of this kind of writing.

Except for one return to his original style in "Bonaventure" his subsequent writing was largely in polemics of politics and economics, in which he was notably successful.

Mr. Cable devoted the later years of his life to the development of the Home Culture Clubs movement, which he had originated in 1887 and which has since become the Northampton's People's Institute. It was designed to promote the educational and esthetic culture of wage-earning people. He was a member of the American Academy of Arts and Letters.

At the outset of his literary career, in 1879 at New Orleans, he had married Louise S. Bartlett. They had seven children. The first Mrs. Cable died in 1904. Two years afterward he married Eva Colgate Stevenson of Lexington, Ky. In 1923, when he was 79 years old, he married Mrs. Hannah Hall Cowing of Northampton. She had been a friend of the author's family for thirty-five years.



SOME LIGHTS AND SHADOWS OF A GREAT EVENT.*

By James A. Renshaw.

As the lights and shadows in a picture give to it its value, so does any one fact grow in interest and importance as research discloses reasons for its happening and the results of its happening. Such disclosures are the lights and shadows of that fact.

We all know that the battle of New Orleans occurred on the 8th of January, 1815, and was a victory for the Americans. That was the fact; but some of the lights and shadows which give greater life to that fact are:

The retrocession of the Louisiana territory by Spain to France—1800-1802 when the treaty was finally signed by the King of Spain.

The purchase of same by the United States from France in 1803.

The formal transfer to the United States.

The war of 1812 with Great Britain, and the treaty of peace signed at Ghent, December 24, 1814.

And if we view the fact in connection with the lights and shadows thus scantily referred to, the battle of New Orleans is seen to be not only an event, but an event of greatest importance.

No word of the signing of the treaty at Ghent had reached New Orleans till after the battle had been waged. Before that, as the British approached the City, minor engagements had already taken place. The inhabitants were justly in great alarm. All hoped, but none knew what the morrow might bring. Sunday, January 8th, 1815, opened with a heavy fog, but the mist gradually disappeared with the rising sun, the battle was fought, and later in the day the Convent bells pealed out the glad tidings of glorious Victory!

This statement of the Convent Bells I have had corroborated through the kindness of the authorities of the Ursuline Convent, and it gives me pleasure to use here the words of the Nun, who after a research of the records had been made, so graciously responded:

"During mass, at Communion time, the Herald came to announce the victory. Immediately after mass the Te Deum was sung, and the bells were rung for a long time because of the victory."

*Read before the Louisiana Historical Society Oct. 22, 1925.

Recently my attention has been called to other matters in this connection, and as I found much pleasure and information in their reading I concluded to prepare this paper and present to you what I trust will not tire, but may interest you.

Humiliated, disappointed and chagrined at the result of the battle of New Orleans as well they might be, the British sought for some other reason for defeat than that given in the official report and attempted to find it in the failure of one of the regimental commanders to carry out instructions that had been given on the eve of the battle.

On how slight a thing success or failure often hinges. Brevet Lt. Col. Mullins of the 44th Regiment of Foot, an officer who had been signally honored in the reports of the engagements at Baltimore and Bladensburg, had been ordered on the evening of January 7th to acquaint himself with the place of storage of the fascines and ladders and at the designated hour the next morning to place same in the ditch or moat immediately in front of the American line, that the troops might cross and storm the ramparts. Col. Mullins instead of getting this information himself directed that duty to be performed by Lt. Col. Johnston of the 44th Regiment. No matter now how it occurred; Col. Mullins' command in going to the front next morning halted for rest just outside the Redoubt, where the fascines and ladders really were, and then marched on to the Advance Battery where it was claimed they thought they were. It proved a fatal error.

I am informed that in one of the near issues of our Louisiana Historical Quarterly will be published, doubtless with full and interesting comment from the facile pen of its editor, the proceedings of the "General Court Martial, held at the Royal Barracks, Dublin, for the trial of Brevet Lieutenant Colonel Hon. Thomas Mullins, Captain of the 44th Regiment of Foot," which was held July 11th, adjourned to August 1st, 1815.

The charges in this case were:

- 1st: "For having on the 8th January, 1815, shamefully neglected and disobeyed the Orders he had received from the late Major General Gibbs, commanding the 2nd Brigade, to collect the Facines and Ladders, and to be formed with them at the Head of the Column of Attack at the time directed, and in disobedience of said Orders, suffering the Regiment under his Command to pass the Redoubt where the Facines and Ladders were lodged, and remaining at the Head of the

Column for half an hour or upwards, without taking any steps to put the 44th Regiment in possession of the Facines and Ladders, in conformity with said Orders, knowing the period of Attack to be momentarily approaching, in consequence of which disobedience and neglect, the 44th Regiment on being sent back to the Redoubt, and returning hurriedly with the Facines, etc. etc., was thrown into confusion, and moved off to the attack in an irregular and unconnected manner leading to the fire and disorder which ensued in the attacking Column, and the disasters attending it."

2nd: "For scandalous and infamous misbehavior before the enemy, near New Orleans, on the 8th January, 1815, in not leading and conducting the 44th Regiment under his Command up to the Enemy's Works; in not placing the Ladders and Facines in the Ditch as he was ordered to do; and in not setting that Example of Gallantry to the Soldiers, so indispensably requisite, a part of an Officer's Duty, to insure the success of such an Attack, in consequence of which misbehavior, the 44th Regiment did not perform the Service allotted to them, never having made an attempt to place the Facines in the Ditch, and thereby leading to the Cause of the failure of the attack."

3rd: "For scandalous Conduct in having said to an Officer of his Regiment, on the 7th January, 1815, when informed the 44th was destined to carry the Facines, etc. 'It is a forlorn hope and the Regiment must be sacrificed,' or words to that effect, such an expression being calculated to dispirit those under his Command, to render them discontented with the Service allotted to them, demonstrative of the feeling with which he undertook the enterprise, and infamous and disgraceful to the character of a Commanding Officer of a British Regiment."

There were many witnesses for the prosecution; but apart from the evident desire to fix some reason over and beyond what had been officially reported, for the humiliating defeat and the shattering of such glorious dreams of conquest as had buoyed them to that hour there seemed to be a bit of petty jealousy existent among some of the officers testifying. The evidence was in several instances conflicting, as might well be inferred in an attempt to give details of what happened on a field of battle; and much of it from the prosecution as regards cowardice on the part of Lt. Col. Mullins was negative in its character.

One has reason however to be amazed at the strikingly strange lack of cooperation between officers of high rank, as this testimony discloses.

In the defense of his actions, Lieut. Col. Mullins in an address to the Court says (I quote only a part):

"In reply to the first charge, the facts were briefly and simply thus: On the evening of the 7th of January, near the camp before New Orleans, I received certain orders from General Gibbs, relative to the intended attack, among other matters, I was commanded to ascertain where the facines and ladders were which would be required for the attack on the following morning. On my return to the camp, I instantly ordered Lieut. Col. Johnston to ascertain the place where the facines and ladders were to be found, and to take an orderly serjeant with him to prevent the possibility of any mistake. He returned, and reported to me that all was right, that an engineer officer would attend to regulate the party with the facines, and that they were deposited at the advance battery, handing to me at the same time a paper, saying that the place was marked in pencil thereon. Under this impression, the next morning, shortly after 3 o'clock, I moved with the regiment towards the advance battery, halting ten minutes at the redoubt, I then arrived at the advance battery, I searched for the engineer officer and facines, traversing the entire length of the battery, from right to left, in the dark. As soon as I had ascertained that the facines, etc. were not there, I instantly reproached Lieut. Col. Johnston in strong terms, and in hearing of many of the regiment, for having misled me in this respect. I then proceeded to inquire where in fact they were, and having ascertained they were at the redoubt, which I had passed, I applied to Col. Patterson, for his permission to march the regiment back to the redoubt, he declined the responsibility, and I was compelled to assume it myself. I immediately sent back the regiment, I remained myself at the advance battery to explain the occurrence to any General Officer there, that might arrive in the interval. Lieut. Col. Debbegg, with all possible speed, returned the regiment to me, reporting that all were present with the facines. I instantly placed myself at its head, and then marched down to the gap, at the lower battery, passed through it into the field, before any General Officer had arrived at the battery.

"The regiment took its place at the head of the columns, with the exception of the covering party, no regiment or party entered the field before mine, and except the officers of that party, no officer entered the field before me. Shortly after, the firing commenced, not from the 44th as charged, but from the British Artillery, as proved.

* * * * *

"I am accused of disobedience of orders, about those facines, etc.—was it disobedience—is the deputation of the duty to the lieutenant colonel, the fact of disobedience, or even neglect

of duty—does the crime consist in not discharging the duty in person—was it so expressed in the order: 'The Commanding Officer of the 44th shall ascertain where the facines are.' Does the order express, or imply that he should not entrust even a lieutenant colonel with the ascertainment of the place where the facines and ladders were to be found.

"It is submitted, that the duty of a Commanding Officer, is rather authoritative than ministerial, and that his place is with the regiment, of which he is its head, unless expressly commanded to the contrary.

"If the circumstance of deputing the duty be the crime, is it not strange that General Gibbs, when he met Lieut. Col. Johnston, on that mission, and discovered the nature of his duty, did not express the slightest surprise to Lieut. Col. Johnston, although he conversed with him, nor conveyed to me a hint of disapprobation respecting the alledged act of disobedience, although he wrote to me an order at the same time by Lieut. Col. Johnston."

Now let us see what the officers called for the prosecution testified.

Captain Haynes, R. N., in the course of his testimony said:

"On my arrival at the redoubt, which was on my way to where the 44th regiment was, I enquired of Lieut. Tapp, of the Engineers, if the 44th regiment had yet got the Facines and Ladders, he answered in the negative."

This Lieut. Tapp was the engineer officer who had been ordered to deliver the facines, etc., to Lieut. Col. Mullins. It seems strange that so large a body of men as a regiment could have halted some ten minutes at the redoubt, without Lieut. Tapp knowing that fact and making some move in regard to the facines, etc. Perhaps he did not reach the redoubt till after the 44th had passed on, for he did not get there until about four o'clock.

The testimony of Lieut. Col. Debbeigg, second in command of the 44th, shows that Lieut. Col. Johnston was ordered to get the necessary information regarding the facines, etc., and that on his return from that mission he said to Lieut. Col. Mullins, in the presence of Lieut. Col. Debbeigg: "That the place was mentioned—marked he believed at the bottom of the paper where the Facines and Ladders would be found by the officer of Engineers; Lieut. Col. Mullins asked Lieut. Col. Johnston, without looking at the paper, where he was to find these articles in the morning, Lieut. Col. Johnston replied, he believed in the advanced battery

we lately occupied, but the paper, he had then given him, would put it out of all doubt, or words to that effect." Lieut. Col. Mullins then put the paper in his pocket without reading it or showing it to him, (Lieut. Col. Debbeigg).

Captain Emmett, Engineers

"Says he was senior officer of the Engineers, attached to the 2nd Brigade, on the afternoon of the 7th of January, on the evening Lieut. Col. Johnston, 44th regiment, came to me, saying, he came from the Commanding Officer, it was about six o'clock, to be informed the place where the Facines and Ladders were to be found or deposited. I informed him they were in the advance redoubt, and that Lieut. Tapp of the Engineers would be there in the morning to distribute them, he expressed himself perfectly satisfied upon that subject, but I gave him a memorandum, written in pencil, repeating the same I had before stated, he again said, he was perfectly satisfied."

I call particular attention to the words "advanced redoubt" as calculated to confuse with advanced battery, and to the statement that Lieut. Tapp would be there to distribute the facines, etc.

And now we have the testimony of Lieut. Knight, 44th Regiment, from which I quote in part:

"We fell in the next morning at between three and four o'clock, left in front, before day; when the Grenadiers were arrived at the redoubt, the regiment halted, which halt was, as I supposed, for the purpose of taking up the ladders and facines. The head of the regiment moved on then; when it came to my turn to go on, there was a small ditch, which prevented the whole to go on together—I turned around to Col. Debbeigg, and said 'Col. Mullins is forgetting the ladders and facines.' 'They are here,' Col. Debbeigg replied, 'it is his own affair. He is such a man that no man could dare to speak to him.' I said the fate of the army, and the credit of the Regiment in a manner depended on having the Facines and Ladders up—that I would send to him and let him know his mistake, let his answer be what it would."

He further testifies that the message was delivered to Col. Mullins and that the answer was 'Be off, friend', as well as that he desired 'Mr. Knight to mind his own business.'

Lieut. Col. Johnston testifies in part.

"Admitting he had been ordered to get the necessary information regarding the location of the facines, etc., and that he had been instructed to take an Orderly Sergeant with him, says:

"I answered there is no occasion to take an Orderly Sergeant with me, as I was first to go to the officers of engineers to get instructions, and I did not take one."

Answering the court in reply to this question:

"Can you state positively whether the paper written by Captain Emmett, was the advanced redoubt, and not the advanced battery?" He said:

"To the best of my knowledge it was the advanced redoubt, I cannot swear positively."

And further as to any verbal directions from Captain Emmett:

"I believe I am nearly positive, that he said in the advanced redoubt."

I fear I may have tired you by these many excerpts from the testimony, but I beg of you have patience for yet a moment while I place in concrete form what they amount to.

Lieut. Col. Mullins declared Lieut. Col. Johnston told him the facines, etc., were stored at the advance battery, though he confirmed that written directions were given him.

Lieut. Col. Debbeigg, second in command, testified that when Lieut. Col. Johnston returned from his mission he handed Lieut. Col. Mullins a paper, and on Lieut. Col. Mullins asking where he was to find the facines, etc., Lieut. Col. Johnston answered he believed in the advance battery, but that the paper just handed him would clearly indicate. But Lieut. Knight testified he called Lieut. Col. Debbeigg's attention at the redoubt to Lieut. Col. Mullins' error in not getting the facines.

Captain Emmett of the Engineers declared he had told Lieut. Col. Johnston the facines and ladders were in the advanced redoubt and that Lieut. Tapp of the Engineers would be there to distribute them.

Lieut. Col. Johnston testifying, said he had been instructed to take an Orderly Sergeant with him, but declined doing so, as there was no necessity; and that to the best of his recollection the facines, etc. were located at the advance redoubt.

Now we have the strange spectacle of the appointed officer, Lieut. Tapp, who was to deliver the facines, etc., to the 44th Regiment, allowing if he was there as he should have been the 44th Regiment to halt for some ten minutes right at the redoubt, and yet making no effort to deliver the facines, etc.

And again the stranger spectacle, that only one of his brother officers, who apparently knew where the facines, etc., really were, took the responsibility of telling Lieut. Col. Mullins, when he halted at the redoubt and then marched on, of his error or his neglect. This one was Lieut. Knight of the 44th, commanding the grenadiers and who was to lead the storming party, who begged Lieut. Col. Debbeigg, second in command of the Regiment, to speak to his superior, and upon being refused, dispatched his own messenger, who apparently met with no kindly reception.

And so we have to believe that Lieut. Col. Mullins must have been a very terrible man, or as Lieut. Col. Debbeigg is said to have described him, "Such a man that no man could dare speak to."

But all the testimony, where such referred to the battle itself, proved the marksmanship of the Americans and no less the valor of the British.

There was mention made of "The very destructive fire of the enemy" and that "the fire was very heavy at that time, and the men falling in all directions."

Sir Edward Pakenham, when it was reported to him the men refused to obey orders, made a gallant effort to rally his troops. He was for a time successful, but his fatal wounding in action and bloodshed on every side, the effect more than even these veterans could withstand, brought about the disastrous end to the British endeavor.

In summing up, the Court found Lieut. Col. Mullins guilty of the first charge; of the second he was honorably acquitted; and of the third charge he was fully and honorably acquitted and of "all criminality thereon"; in view of all which the Court sentenced Lieut. Col. Mullins to be cashiered.

In a history of Andrew Jackson by Augustus C. Buell much of interest and value is to be found. Among other matter mention is made, that the expedition to Louisiana was not ordered by the British till after the representatives of the two governments had met at Ghent for the peace conference, and during these deliberations Pakenham was instructed "to proceed to Plymouth and embark there for Louisiana to assume command of the Forces operating for the reduction of that Province." He calls particular attention to the use of the word Province when Louisiana had already for several years been admitted to statehood in the Union.

We will pass over the provision made in the printed proclamation the army had with it for a full civil government, its promise of amnesty, but refer to how Mr. Buell stressed particularly its denial "of the validity of the secret treaty by which Spain receded Louisiana to France in 1800," its denial of Napoleon's right to act for France in 1803, and its denunciation of "the pretensions of the United States to sovereignty under the alleged purchase from Bonaparte."

This printed document was in the hands of the British commander before the battle; but the night following every copy, it is said, was burned. That such a document existed, however, was told by British prisoners, and is said to be corroborated by Mr. Van Buren, while as minister of the United States to the Court of St. James, he was investigating the matter of the Northwest Boundary.

In this same history appears a charmingly written interview of more than ordinary importance. The author in 1875 visited Governor William Allen, of Ohio, and in the course of conversation Gov. Allen said:

"Near the end of General Jackson's second administration, and shortly after the admission of Arkansas to the Union, I, being Senator elect from Ohio, went to Washington to take the seat on March 4th.

"General Jackson—he always preferred to be called General rather than Mr. President, and so we always addressed him by the military title—General Jackson invited me to lunch with him. No sooner were we seated than he said: 'Mr. Allen, let us take a drink to the new Star in the flag—Arkansas.' This ceremony being duly observed, the General said: 'Allen, if there had been disaster instead of victory at New Orleans, there never would have been a state of Arkansas.'

"This, of course, interested me, and I asked: why do you say that General?"

"Then he said that if Pakenham had taken New Orleans the British would have claimed and held the whole Louisiana Purchase.

"But, I said: you know General Jackson, that the Treaty of Ghent, which had been signed fifteen days before the battle, provided for restoration of all territory, places and possessions taken by either nation from the other during the war, with certain unimportant exceptions.

"'Yes, of course,' he replied. 'But the Minutes of the Conference at Ghent as kept by Mr. Gallatin represent the British Commissioners as declaring in exact words:

"We do not admit Bonaparte's construction of the law of nations. We cannot accept it in relation to any subject matter before us.

"At that moment' pursued General Jackson, 'none of our Commissioners knew what the real meaning of these words were. When they were uttered, the British Commissioners knew that Pakenham's expedition had been decided on. Our Commissioners did not know it. Now, since I have been Chief Magistrate, I have learned from diplomatic sources of the most unquestionable authority that the British Ministry did not intend the treaty of Ghent to apply to the Louisiana Purchase at all. The whole corporation of them from 1803 to 1815—Pitt, the Duke of Portland, Grenville, Perceval, Lord Liverpool and Castlereagh—denied the legal right of Napoleon to sell Louisiana to us and they held, therefore, that we had no right to that territory. So you see, Allen, that the words of Mr. Goulburn on behalf of the British Commissioners, which I have quoted to you from Albert Gallatin's minutes of the conference, had a far deeper significance than our Commissioners could penetrate. Those words were meant to lay the foundation for a claim of the Louisiana Purchase entirely external to the provisions of the treaty of Ghent. And in that way the British government was signing a treaty with one hand in front while with the other hand behind its back it was despatching Pakenham's army to seize the fairest of our possessions.'

"You can also see, my dear William,' said the old General, waxing warm (having once or twice more during the luncheon toasted the new Star), 'you can also see what an awful mess such a situation would have been if the British programme had been carried out in full. But Providence willed otherwise. All the tangled web that the cunning of English diplomats could weave around our unsuspecting commissioners at Ghent was torn to pieces and soaked with British blood in half an hour at New Orleans by the never missing rifles of my Tennessee and Kentucky pioneers. And that ended it. British diplomacy could do wonders, but it couldn't provide against such a contingency as that. The British Commissioners could throw sand in the eyes of ours at Ghent, but they couldn't help the cold lead that my riflemen sprinkled in the faces of their soldiers at New Orleans. Now, Allen, you have the whole story. Now you know why Arkansas was saved at New Orleans. Let's take another little one!"

A nation prospers as it keeps faith with the glories of its past; such sentiment is for the upbuilding of the people.

Unfortunately in this practical age of today frequent attempts are made to push sentiment to one side as being out of place. Within less than two years back, at the last session of our

law-makers at Baton Rouge, in an effort to have reduced the number of legal holidays in this state a bill to that effect was introduced, eliminating as holidays the 8th of January and the 3rd of June (birthday of Jefferson Davis). Through the efforts of Mr. W. O. Hart the legislature restored as a holiday the 8th of January, but could not be prevailed upon to act likewise as regards the 3rd of June. The bill in this shape was passed by the House (yeas 73, nays 12) and by the Senate (yeas 34, nays 0) and was duly sent to the Governor for signature. Here the good offices of Mr. Hart were again effective, and on the 15th of July, 1924, Governor Fuqua vetoed the bill.

To Mr. W. O. Hart then is due the credit, that the legislature refused to wipe out, as it were, the most glorious and far-reaching event in the history of Louisiana.



BENJAMIN MORGAN HARROD, 1837-1912.*

By W. O. Hart.

I have been requested by Mr. Charles L. Ulhorn, a nephew of Benjamin Morgan Harrod, to present to the Louisiana Historical Society the sword of his distinguished uncle, which he carried as an officer in the Confederate Army throughout the War Between the States, from 1861 to 1865.

Mr. Harrod was born in the city of New Orleans on February 19, 1837, and died September 7, 1912, having passed his seventy-fifth year. He was the son of Charles Harrod and Mary Morgan Harrod, and received his early education principally under private tutors, but when the time came for him to seek higher education, he entered Harvard University, from which he was graduated with the degree of A. B. in 1856 and after a Post Graduate course, he received the degree A. M., in 1859. In 1906 Tulane University conferred upon him the Honorary Degree of LL. D., in recognition of his notable work in his chosen profession.

Shortly after completing his University course, Mr. Harrod returned to the city of New Orleans, and in the beginning of the War Between the States, enlisted as a private in the Crescent Rifles. Soon afterwards he was appointed Second Lieutenant in the Second Louisiana Regular Artillery and a month later was detailed as engineer on the Staff of General M. L. Smith with the rank of First Lieutenant. In this capacity he served during the siege of Vicksburg, where he was captured and paroled with the entire garrison; subsequently, he was reappointed to the Second Regiment and ordered to Petersburg, Virginia, where he arrived a few days after the mine explosion and where he remained until after the evacuation.

Major Harrod was one of those who surrendered at Appomattox Court House and was put in charge of about two hundred men from the Gulf Coast to see that they arrived home and with them he marched to Burkeville, Virginia, where he entrained for City Point and proceeded by boat to New Orleans.

Arriving here he at once took up the profession of civil engineering for which he had fitted himself while at Harvard. In that capacity as well as in general civic work he became

*Remarks of Mr. W. O. Hart before the Louisiana Historical Society at New Orleans, November 27th, 1923.

one of the landmarks of New Orleans and in time one of the most brilliant and notable civil engineers in the United States, standing at the head of his profession and known all over the country as one of the most skilled in engineering problems, and a man of great executive and professional ability. Up to within two weeks of his death, Major Harrod continued his work in his office, though for two years before that his health had been failing.

Major Harrod was Chief Engineer of the State of Louisiana from 1877 to 1880; in 1879 he was appointed by President Hayes a member of the Mississippi River Commission, on which body he served until 1884 at that time being President of the Commission. From 1888 to 1902 he was City Engineer of New Orleans, and during that time drafted the levels of the present water and sewerage systems and when active work was begun on these systems, he was selected as the engineer to take charge thereof and was Chief Engineer in charge of construction from 1895 to 1902.

By that time his reputation as an engineer had become international and when President Roosevelt was surveying the entire country for its most capable men to serve on the Panama Canal Commission, Major Harrod was one of the first called upon to serve. When the first Commission was dissolved the only member of the body who was asked to serve on the second Commission, also appointed by President Roosevelt, was Major Harrod.

Many of the most notable buildings in New Orleans today were designed and erected by him, special reference being made to Tulane University and Christ Church. He was consulting engineer in the construction of the great Roosevelt Dam in Arizona and advised in numerous other great engineering feats which have been accomplished during the last half century.

He was one of the oldest members of the Society of Civil Engineers of which he was President in 1897 and 1898, and was prominent in the Louisiana Engineering Society.

A profound student and lover of art, his library and art collection were among the finest in the South. He took the greatest interest in the Delgado Art Museum and its plans and acted as one of the consulting engineers in the erection of the building in City Park. When it was opened his collection was

one of the finest exhibited, and many of his leisure moments were spent in the Museum, the visits to which he looked forward with the greatest enthusiasm.

One of Major Harrod's aspirations was to convert the island which he owned off Bay St. Louis and Henderson's Point into a bird refuge. He was an ardent supporter of the theories and work of the Audubon Society and it was his thought and hope to see Ship Island made a home of the birds; and in his big heart every living thing found love and help where help was needed.

He was a life-long member of Christ Church, and for many years was a member of the Louisiana Historical Society and of the Army of Tennessee, Confederate Veterans.

By courtesy he was called "Major," though so far as I have been able to ascertain, the highest rank he reached in the army was Lieutenant.

Mr. President, on behalf of Mr. Charles L. Uihorn, I ask that this sword be accepted by the Society and placed among our treasured relics.



EDITOR'S CHAIR.

BY HENRY P. DART

THE
QUARTERLY
IN 1925

It is our habit at this time of the year to chat with our readers on that very interesting topic, the Quarterly. It is a natural habit because the hour represents the end of an era in our life, the close of another year, and the opening of a new volume. It has been an interesting year and rich in heirlooms that have been reclaimed from the garret, where they were stored when the fashion changed and the local history of our forefathers came to be regarded as something of no enduring interest or value.

Of course, the garret is our apparently inexhaustible store of local archives, and many of the things we have thus rescued have been put into print, to the very great enjoyment of our readers and of scholars everywhere. The Quarterly for 1924 had established a high record for discovery in the archives and it was feared that we could never expect to repeat that glorious adventure, but so far from this being the case, we opened the new year with a genuine thrill, the discovery of evidence proving that torture as a means of proof in criminal cases prevailed here during the Spanish era the survival here in the 18th century of a medieval horror whose existence seems to have been unknown to our historians.

There were many other contributions of permanent value, covering the whole range of Louisiana history, including that remarkable paper by Dr. Matas, a memorable history of that ancient enemy of Louisiana, Yellow Fever, and its eradication and overthrow in 1905, since which time that destroyer of our race has continued to hide his head among the cast out and innocuous debris of forgotten evils. But good as that paper is, the Quarterly points to another with much comfort, the papers on the Chaouachas Plantation, a matter that has the added merit of absolute novelty, a view indeed of life in Louisiana at the beginning of things here that has never before been mentioned or discussed, a story of living that must have greatly occupied the thoughts of young New Orleans in 1719-1737.

With such an embarrassment of riches, it is indeed difficult to single out any paper for special mention, particularly as

every number has had something for each individual taste, but amidst this variety we think all of us will agree that for perennial and permanent reading, nothing that we print equals our steady march thru the old records of our French Superior Council and through the Judicial Archives of the Spanish Era. Here we advance year by year through the century in which those records were created, feeling all the happiness that arises out of new experiences. To read these departments consecutively is like sitting in the family circle hearing stories of our ancestors, that are here enshrined in perpetual print to be read by our children's children with like joy and interest in the eras of which we nothing know or may anticipate.

For 1926 the Quarterly has in hand ready for the printer some of the rarest documents yet produced. When we next sit together turning over the pages of the completed Ninth Volume of the Quarterly, there will have been added there a new chapter of vast interest to the history of Louisiana.



**RECORDS OF THE SUPERIOR COUNCIL
OF LOUISIANA**

XXVIII.

SUPPLEMENTAL INDEX NO. 5.

(October 20, 1736, to Feb. 13, 1737.)

(See Editorial Note on this Supplemental Index, Louisiana Historical
Quarterly, page 676, October, 1924.)

(Continued from July, 1925.)

BY HELOISE H. CRUZAT.

Oct. 20, 1736.

(6149)

(1908)

Fol. 4.

Acknowledgment of Indebtedness to the Company of the Indies by Jean Joseph Dauphin, Jr., and his wife, Anne Marie Meunier, to the amount of 4747 livres, 10 sols, for negroes advanced for their establishment. They obligate themselves solidarily to pay in five equal payments within five years, furnishing mortgage security for said payments. Signed: Bimont, JB Faucon Dumanoir, Salmon, Hugault.

Oct. 20

(6153)

Petition to Salmon, Commissaire de la Marine, Ordonnateur (Intendant), and First Judge of this Province, by the Attorney General of the King (Procureur Général du Réy), to affix seals to effects of Sr. Jean Fradin, who died last night, and to have inventory made of his movables and immovables for protection of the rights of those concerned. Signed: Fleuriau.

(6151)

Fol. 4.

(1909)

3 1/2 pp

October 20, 1736. Inventory of succession of Jean Fradin, called Xaintonge, who leaves a minor wife. Sr. Edme Gatien Salmon, Commissioner of the Marine, Ordonnateur of the Province of Louisiana and First Judge in the Superior Council, accompanied by the Attorney General of the King, went to the Fradin plantation on the other side of the river, about a league above New Orleans, where they found in charge Sr. Barthelmy Bimont, stepfather of his widow, Marie Joseph Richaume, and made an inventory of Fradin's effects for the protection of the widow and creditors. Signed: Bimont, Mari richaume, fleuriau, Salmon.

- (6154) Enumeration and description of papers of said Fradin. Signed by Bimont and Henry, Notary.

Slip. October 20, 1736. Memorandum of payment of 6 livres to sailors "who brought us" to Fradin's on order of Mr. de Salmon.

- Oct. 20, 1736. **Annulment of Agreement** between Rev. P. Le Petit, Superior of the Jesuits, and Sr. Joseph Chaney amicably, the Jesuits returning donation made by said Chaney, releasing him from obligation to reside in their house, and as the Jesuits paid Chaney's debts there is nothing due him. Signed: Le Petit, Chaney, Henry, Notary.

- (6138)
(1906)
- (6139) January 13, 1731. Statement of debts signed as correct by Joseph Chaney, and which Rev. P. Le Petit has promised to pay for said Chaney.

- (6141) January 12, 1731. Approval by Council of agreement between Rev. P. Le Petit and Sr. Joseph Chaney, concerning debts due to individuals as well as to the Company of the Indies. Signed: Macmahon, Dauseville, Bruslé.

December 30, 1730. Joseph Chaney wishing to retire in the Jesuit home agrees, with consent of Council, to cede to them all his negroes, on condition of their paying his debts. He petitions Council for said consent. Signed: Le Petit, S. J., Chaney.

- (6143) March 22, 1728, December 23, 1730. Account of Joseph Chaney with the Company of the Indies. Total, 11767 livres. Certified as correct by Prevost and Chastang.

January 13, 1731. Account due by Chaney to the Company of the Indies amounting to 9695 livres, paid by Rev. P. Le Petit, S. J., to whom Chaney has turned over his negroes.

- (6144) January 13, 1731. Agreement between Sr. Chaney and Rev. P. Le Petit, Superior of the Jesuit Missions, concerning services said Chaney is to render to the house on specified conditions and cession of negroes bought from the Company of the Indies to the Jesuit Missions. Document covers two pages. It is torn and charred. Signed: Chaney, Le Petit, S. J., Dargaray, Rossard, Notary.

(6163) December 9, 1736. Obligation signed by Bizoton, Fr. Philippe Priest Miss, Cap. and Prat, to furnish for the nourishment of the negroes and their children, under Joseph Chaney, two hundred quarters of corn in grain per year, during three years, beginning next January first.

(6188) October 22, 1736. Contract passed between
Fol. 4. the Rev. Capuchin Fathers Philippe and
(1915) Pierre, Mssrs. Jean Prat and Louis Joseph Bizoton, on the one side, and Joseph Chaney, former brother at the Jesuit home, the associates obligating themselves to furnish Joseph Chaney, from the first of January, 1737, during three years, with 30 negroes and negroes, property of the Company of the Indies, for the Chantilly plantation, owned by Sr. Prat, whereon said Chaney is to cultivate indigo, and to furnish stipulated quantity; if on the other hand he has not the amount of negroes mentioned, he will not be held to furnish the said quantity of indigo; associates are to pay said Chaney 500 livres for expenses necessary to said enterprise; if negroes are ill or die during the three years he shall have others to replace them immediately; the negroes to be sent to Chantilly will not exceed 40, whom Chaney is to treat "as good father of family," not overworking them, their food to be defrayed by said associates, who have advanced to Chaney 150 livres for private expense, which must be returned from his share when the crop is made.

Document covers four and a half pages, stained and charred and is signed by Chaney, Bizoton, Prat, Fr Philippe Pr e miss., Piquerey, Hugault, Henry, Notary.

Oct. 20, 1736. **Marriage Contract** of Sr. Francois Jullien Gallot, widower of Dame Anne Genevieve Chateigne, a native of St. Germain Parish and an employee in the office of the Marine, and Demoiselle Marie Thereze Drilland, minor daughter of deceased Jean Pierre Drilland, during his life, an employee of the Company of the Indies, and of Therese Le Grand, his wife, afterwards married to Joseph Moreau. Signed: f. Gallot, Marie therese Drilland, M. Dreux, Salmon, Salmon (Madame), Le Petit

S. J., Noyan, Livaudais, Jfaucou de Noyan, Ordeliyaudais, Bizoton, Veuve Carriere, Chamilly de St hermine, Pigurey, DE Troyes, Henry, Notary.

On margin.

Dated September 7, 1737. Demand of Attorney General of the King for registration of above marriage contract for execution in its form and tenor. Signed: fleuriau.

Note that above contract was entered on date of September 7, 1736, in Register No. 36. Signed: Henry.

Oct. 21.
(6156)

Petition to Superior Council by Sr. Raymond Amyault D'auseville, Attorney of Vacant Estates, for recovery of returns of estate of deceased Sr. Lauzon and rents collected for his widow by Sr. Prevost, former Attorney of Vacant Estates, and also for permission to sell dilapidated house of said succession as rent paid for it is not sufficient for necessary repairs. Petitioner prays that sale be immediately posted on Parish Church and cried at City crossings. Signed: D'auseville.

(6157)
Note:

Permit for sale signed by Salmon.

For adjudication of this house and lot see 6181 indexed A 30^{ss}.

Oct. 23, 1736.
(6193)
Fol. 4.
(1916)

Acknowledgment by Sr. Antoine Aufrere of his indebtedness to Sr. Gerard Pery to the amount of 2000 livres, which he should have paid since last June and to that effect he has drawn a bill of exchange on Sieur Bodichon, Banker of Rochefort, on date of the 25th of last June, and as it has been impossible for said Aufrere to send the funds to Sieur Bodichon, in fear of a protest, he promises before notary to pay said sum to Sieur Pery two months after his arrival, with interest thereon and costs and "conditionally" he hypothe-cates his slaves, Jolicoeur and his wife and L'Eveille, all acquired from the Company of the Indies. Signed: Pigurey, Pery, Aufrere, Hugault, Henry, Notary.

Oct. 24.
(6195)
(1917)

Report in Registry of Superior Council by Pierre Delille Dupart, a cobbler, of assault on him by Sieur Prevost, bookkeeper of the Company of the Indies, in the presence of Sieur Bimont, another clerk of the Company, with a cane,

which the plaintiff caught at one end, whilst Prevost held the other and then ordered him out, which request Dupart said he would comply with, but that Prevost should hand his cane to Mr. Bimont as he feared he would strike him as he left, of which declaration, Dupart requested that act be passed. Signed: Dlle Dupard, Henry, Clerk of Council.

Oct. 27, 1736. **Marriage Contract** of Sr. Adrien De Bat, called
(6199) Richard, a master mason, son of Alexandre
Fol. 4. De Bat and Jeanne Ricard, a native of Mon-
(1919) taterre, in Picardy, Bishopric of Beauvais,
6 pp. and Françoise Magdeleine Richard, widow of
Pierre Dupuy, called Goupillon, a resident of
New Orleans. Signed: Debat Ricard, Hu-
gault, Roussel, Pigurey, Larquet, Louis Blais,
(Dupuy does not sign), Henry, Notary.

(6201) **Inventory** of movables and immovables owned
in community by deceased Pierre Dupuy and
Francoise Magdelaine Richard, and appraise-
ment of same. Document covers two pages
and is signed: Debat Ricard, Larquet, Rous-
sel, Henry, Notary.

Oct. 28. **Inventory** of the brigantine "The Marie Eliza-
(6211) beth" on request of its Captain, Joseph Vig-
(1922) aud, following sentence of admiralty on the
27th inst. Detailed inventory was made of
hull, rigging, etc., of said boat by the Clerk
of the Superior Council in the presence of
Vigaud, his assistant, Emery, and of Gervais
La Porte, master, of Srs. Morin and Pery, in
order that complete sale of same may be
made as soon as so ordered by Court. Signed:
JVigaud, Hemery, Morin, G. Pery.

Oct. 30. **Renunciation to Rights of Succession** of Fran-
(10444) cois Antoine Damaron, apothecary of the
(2450) King in New Orleans, by Marie Le Comte,
widow of Sr. Duchemin, acting as tutrix and
curatrix of her granddaughter, Marie Louise
Catherine Damaron, minor daughter of Anne
Catherine Duchemin and Francois Antoine
Damaron, both deceased, said succession be-
ing more onerous than profitable to said heir.

(10445) October 26, 1736. Judgment of the Royal
Bailliwick of Versailles after consent of rela-

tives and friends of Marie Louise Catherine Damaron, only child of Antoine Damaron, by Anne Catherine Duchemin, his first wife, approving renunciation of her father's succession through her tutrix, Marie Le Comte, widow Duchemin, and demand of restitution of 6000 livres given to deceased Anne Catherine Duchemin by her mother as dowry, as per contract of marriage, before MM. Dupont, notaries of Paris, December 13, 1719; receipt for said dowry before same notaries January 7, 1720, also for discussion of rights of Sr. Damaron's second wife, now his widow, Madame Duchemin, grandmother and tutrix of Marie Louise Catherine Damaron, who is empowered to administer her goods, care for her person, and have her educated in holy religion, demands restitution of her dowry and 150 livres of pension settlement.

(10450)
Continued.

Discharge of said minor, Marie Louise Catherine Damaron, who is a creditor of her father's succession, her grandmother and tutrix having constituted as her special attorney Sieur Jean Francois Antoine Du Paquier, Councillor assessor in the Council, whom she empowers to investigate the situation, to take inventory of goods left by deceased Sieur Damaron, to demand that account be rendered by all who hold deposits and notably by the second wife, widow of said deceased Damaron, and following renunciation to see that dowry of 6000 livres given to Damaron's first wife be returned to their daughter with the arrears of settlement of 150 livres pension granted by said deceased Damaron, to receipt, discharge, prosecute, seize, release, etc., until full satisfaction be obtained. Passed at Versailles in notarial office of Mr. Ducro and bearing signatures of Francois Alexandre Fresson, Councillor of the King, Ordinary Civil and Criminal Judge and Lieutenant General of the Police at the Royal Bailiwick of Versailles, countersigned by Mr. Pierre Marcelat.

(10454)
Continued.

Petition to the Superior Council of Louisiana by Sieur Jean Francois Antoine Dupasquier, Councillor Assessor, holding procuration of Marie Le Comte, widow of Sieur Pierre

Copy.

Duchemin, tutrix ad hoc of Marie Catherine Damaron, her granddaughter by homologated election, declaring that Sr. Damaron having died on his way to Cap Francois, San Domingo, his goods and slaves remained in possession of Delle Francoise Trepanier, his second wife, now married to Sr. Macarty, Captain of the detached troops of the Marine, who no doubt, on her arrival at San Domingo, had a judicial inventory made of goods of said deceased Damaron, of his slaves and of a house fronting on the Mississippi which was first rented to Mr. de Lapommeray, Treasurer of Louisiana and afterwards to Sr. Petit, boarding house keeper, and finally to Sr. Alexandre, surgeon, all of which proceeded from the succession of deceased Sr. Damaron and his first wife, which has been renounced in minor's name by her tutrix, who claims first wife's dowry of 6000 livres and settlement, as per marriage contract, recorded in Paris, wherefore petitioner prays that all debtors of succession of Sr. Damaron be cited and particularly Sieur Prevost, former Attorney of Vacant Estates, appointed as tutor to said minor, Sr. Macarty and Dame Francoise Trepanier, widow of deceased Mr. Damaron, to be present at the inventory to be made previous to the sale of property, slaves and goods until the amount due to Maria louise Catherine Damaron, as preferred creditor of said estate be fully covered and moreover a fund sufficient to furnish the 150 livres of annual revenue as per marriage settlement.

(10455)

February 24, 1738. Copies of contract of marriage between Sr. Antoine Damaron and Miss Jeanne Arnoult, his wife; procuration granted by said Marie Le Comte at Versailles to Sr. Pasquier, petition of the 22d inst. and notices of citation served on Captain de Macarty, as husband of Dame Francoise Trepanier, widow of Sr. Antoine Damaron, to answer on petition. Signed: Lenormand. Then follows procuration and certification of documents concerning rights of said minor. Document already indexed.

- Oct. 31, 1736. **Agreement** passed between Sr. Paul Rasteau, Jr., acting for Sr. Andre Prevost and for Sr. Rasteau, Sr., of La Rochelle, on one side, and Sieurs Paul Balcour, Jacques Hubert Bellair, Joseph Chauvin Delery and Antoine Aufrere on the other, stipulating for sum of 1556 livres, 18 sols, 11 deniers, that Srs. Balcour, Bellair and Delery owe to Sieur Prevost on cargo of the St. Paul, for which promissory note was signed by them and bond furnished by Lafreniere for Sieurs Bellair and Delery and by Sr. Antoine Aufrere for Balcour. Goods are to be sold on half profit to all concerned. Balcour mortgages his movables and immovables until full liquidation. Signed: Balcour, P. Rasteau, Hugault, Piquey, Bellair, De Lery, Aufrere, Henry, Notary.
(6214)
(1923)
4 pp.
- (6217) January 29, 1737. Receipt by Sr. Antoine Aufrere to Sieur Henry, Clerk, for 3077 livres, 9 sols, 9 deniers, from seizure of effects of Sr. Paul Balcour on account of sum due to said Aufrere. Signed: Piquey, Hugault, Aufrere, Henry, Notary.
- June 8, 1737. Receipt by Sr. Antoine Aufrere to St. Paul Balcour for the sum of 1635 livres, 7 sols, 8 deniers, which completes the payment due by Balcour. Signed: Aufrere, Piquey, Hugault, Henry, Notary.
- Nov. 2. **Marriage Contract** between Antoine Roux, called La Fleur, resident of Cannes, Bruslees, son of deceased Antoine Roux and Bartholomette Rouchon, a native of Castelnaud de Grace, in Provence, France, a widower, and Anne Marie Pret, daughter of deceased Jean George Pret and of deceased Anne Marie Allemant, a native of Lauterburg, Bishopric of Palitinate. Signed: Larchevesque, Piquey, Hugault, Henry, Notary.
(6219)
(1925)
- Nov. 3. **Declaration in Registry of the Superior Council** by Joseph Chapron, that a negress was seized on his premises on claim of Mr. D'Auseville, Attorney of Vacant Estates, under pretext that she was owned by succession of late St. Jullien, which Chapron denies. The negress by order of Mr. Salmon was this day returned to him and he promises to produce her when
(6218)
(1924)

and as often as so ordered by the Court. He requested that above declaration be certified. Signed: Henry, Clerk.

Nov. 5, 1736. **Procuration** granted before the Notary Royal of
(6221) New Orleans by Sieur Antoine Aufrere to
(1926) Dame Mathurine Guillemet, his wife, to act for him in suit against Sr. Paul Balcour, for a debt of 4712 livres, 17 sols, 5 deniers, due since last October. Signed: Aufrere, Hugault, Piquerey, Henry, Notary.

Nov. 6. **Agreement** between Sr. George Amelot and Sr.
(6221) Michel Brosset, the latter acting for Dame
(1927) Bunel and his co-associates. George Amelot acknowledges his indebtedness to Sr. Brosset and his associates to the sum of 1788 livres, 15 sols, 4 deniers, which he promises to pay in colonial currency, and Sr. Brosset on his side promises to deduct from aforesaid sum the amount due to said Amelot as salary for his last voyage and to remit to him the merchandise or returns on same which he had turned over to Madam Bunel to effect their sale, legally protecting himself and associates against delay in departure of said boat. Sr. Amelot promises to return to Sr. Brosset his note for 2000 livres, which he has said and also an arrow and a marine map, and they reciprocally consent that this present be filed in Registry to be homologated by order of justice. Signed: Brosset, Cheval acting for myself and in company for arbitration, Cy: Amelot, Jq Raineaux, D'auseville, Berry.

(6221) November 5, 1736. Demand by Sr. Amyauly D'Auseville for filing in Registry above agreement under private seal, copy of same to be delivered to whom it may concern. Signed: D'auseville, Henry, Clerk of Council.

(6224) November 9, 1736. Certificate that in compromise between Mssrs. Brosset and Amelot, concerning last voyage to Martinique and to Guadeloupe on the 6th inst, that there is a clause by which Sr. Brosset obligates himself to a deduction on debit of said compromise what may be due on his salary. The phrase is badly worded as the payments made by Sieur Brosset to Sr. Amelot are on account of said salary and are deducted and liqui-

dated by said compromise, the salary being due in full. Signed: D'auseville, Berry, J R Raineaux, Henry, Clerk of Council.

(6226)

November 17, 1736. Homologation of the foregoing by order of Council. Paraph of Henry, Clerk of Council.

Nov. 9, 1736.

(6236)

(1930)

Protest Filed in Registry by Sr. Francois Chastang, Inspector of D'Asfeld Concession, against seizure of a certain lot in this City on demand of Sieur Nicolas Chauvin de Lafreniere, the lots and buildings thereof not liable to bring a fair price and that Sr. Lafreniere has already in his possession a chapel belonging to said concession, appraised at a large sum and that it is reported that the interested parties will be able to settle their affairs on the arrival of the next boat. Therefore let sale be delayed until arrival of said boat. Signed: Chastang, Henry, Clerk of Council.

Nov. 17.

(6237)

(1931)

4 pp.

Judicial Sale of The Marie Elizabeth, on petition of Sieur Gerard Pery and Sieur Pierre Morin. Adjudication was made "after waiting until 5 p. m." to Mr. Lefebvre, for the sum of 1050 livres, said boat and its appurtenances to be turned over to said lefebvre in eight days, during which time it will be optional to any to put in a bid at the Registry, the sale and adjudication of next Saturday to be final. Signed: P. Lefebvre. See October 28, 1736. (6211.)

'6238)

November 22, 1736. Bid on boat Marie Elizabeth, by Mr. Coustilhas, for 1070 livres. Signed: Coustilhas.

(6239)

Final adjudication of the brigantine The Marie Elizabeth, to Sieur Coustilhas, for the sum of 1070 livres. Signed: Coustilhas, G. Pery, J Vigaud, fleuriau, Morin, Raguét.

(6240)

Receipt tendered to Mr. Coustilhas for full payment of the sum of 1070 livres on adjudication to him of the Marie Elizabeth. Signed: Henry, Clerk of Council.

(6240)

Receipt to Mr. Henry, Clerk of Superior Council, by Sieurs Gerard Pery and Pierre Morin for 1070 livres, paid by Sieur Coustilhas for the Marie Elizabeth. Signed: G. Pery, Morin.

- Nov. 20, 1736. **Report in Registry** by Sr. Pierre De Manadé,
(6241) Chief Surgeon in New Orleans, that a negress
(1932) named Jeanneton, whom he rented from
Thomelin, tutor of Coupert minors, had run
away and was absent from his house since
nine days. Thomelin seems to ignore that
she is no longer with Manadé, who makes
this report to serve as need may be. Signed:
P. de Manade. Henry, Clerk of Council.
- Nov. 26. **Sale and Adjudication** of house owned by late
(6242) Marc Antoine Huche, on demand of Sr.
(1933) Charles de La Lande and of Claude Pinsedet,
9 pp. called Boulonnoire. Mr. Louis Des Landes,
Notary of Mobile, having published and post-
ed said sale as required, in order to hasten
payment of debts due by said succession, bids
were made by Joseph Barbaults, called Bois-
dore, Antoine Prevost, Madame Gabriel,
Madame Letellier and Sr. Belzaguy.
December 3, 1736. Second auction of
aforesaid house. Bids by Beauchamps and
Boisdore.
(6246) December 10, 1736. Final sale and adju-
dication of Huché's house to Mr. de Beau-
champs for 500 livres.
Collated copy of original act of sale of
1736 furnished March 23, 1737. Signed: de
flandre, Notary.
- Nov. 27. **Sale of Half Lot** numbered 198 Bourbon Street,
(6256) by Marie Lepron, widow Bernard, now mar-
ried to Jacques Sautier, who authorizes said
sale to Jacques Le Marie for the sum of 120
livres. Signed: J Sautier, Pigurey, Hugault,
Henry, Notary. (Document charred.)
- Nov. 27. **Marriage Contract** of Jean Guillot, a mason of
(6251) New Orleans, son of Clement Guillot and Mar-
(1934) guerite Martin, a native of St. Maurice, Bish-
4¾ pp. opric of Limoges, and Dame Marie Angelique
Prevost, widow of Sr. Paquier Bonnet, who
died at Martinique, a native of Paris, St. Paul
du Treport. Signed: Marye angelique pro-
vost, Jahan, Du Breuil, Henry, Notary.
- Nov. 30. **Procuration** granted by Sr. Francois Trudeau,
(6258) officer of detached troops of the Marine in
(1936) this Colony, son of Sieur Francois Trudeau,

Councillor in the Superior Council, and of Dame Jeanne Bunel, daughter of Sr. Etienne Bunel, to . . . blank . . . whom he empowers to collect from the Royal Treasury the sum of 4,794 livres, 1 sol, 6 deniers, in his name as heir of his maternal grandfather, Etienne Bunel, said sum to be paid on decree of the King's Council of State, on date of April 30, 1726, in that of 11232 livres, 3 sols, and to receipt and give discharge for said Sr. Trudeau as co-heir in succession of said Bunel, this present procuration to be valid until revocation of same. Signed: Trudeau, Piquey, Piquey, Hugault, Henry, Notary.

Dec. 1, 1736.
(2659)
(1937)

Sale of a Cypress Boat 35 feet in length by five and a half in width, to Mr. Salmon, acting in the King's name; by the Ursuline Nuns, represented by Rev. Mother Jeanne Melote de St. Andre, "Superior of the nuns of the Convent of the Ursulines, established in New Orleans," accompanied by Dame Bernard D'aubigny de St. Pierre, treasurer (depositaire) of the said Convent, for the sum of 410 livres with consent of Mr. Bizoton, Comptroller of the Marine, said payment to be made immediately after delivery with deduction of the tax for the Invalids of the Marine, the said Mothers St. Andre and St. Pierre furnishing mortgage security in the name of their Community. Signed: Sr St André Sup^e, Sr de St Pierre, Salmon, f Gallot, Dépositaire, Bizoton.

Dec. 3.
(6264)
(1937)

Procuration granted by Sr. Jacques de Coustilha, Captain of infantry and owner of the boat "The Marie Elizabeth," to Sr. Gerard Pery, who is experienced, to make purchases for said boat, for sales and returns to be made, and sending to places indicated. He has also given him special procuration for purchase of grain, provisions and other things which may further interest said Coustilha, who will allow him 5% on returns of sales, the said Pery agreeing not to claim any costs of storage, the money for said purchases being furnished by Sr. Coustilha. Signed: Coustilha, Hugault, Piquey, G. Pery, Henry, Notary.

(6267)

December 7, 1736. Contract between Sr. Gerard Pery, acting for Sr. Coustilhas, owner of the brigantine "The Marie Elizabeth" and Charles Lemoyne, cabinetmaker of New Orleans, who obligates himself to furnish all the wood necessary for repair of said ship, nails, what is needed for caulking and labor, Sr. Pery obligating himself to give him 1050 livres for all necessary supplies, but if the work is not completed by next January, Sr. Pery reserves the right to employ other workmen and to buy what is necessary for repairs at expense of Sr. Lemoyne. Signed: Le Moine, G. Pery, Figurey, Hugault, Henry, Notary.

(6269)

Detailed Statement of wood needed for repair of the brigantine "The Marie Elizabeth" which Charles Le Moyne obligates himself to furnish conscientiously and to subject said repairs to investigation before payment. Signed: G. Pery, Le moine. (Document charred.)

Dec. 10, 1736.
(6274)
(1962)

Acknowledgment of Debt, 400 livres, to Sr. Dubreuil Villars, Contractor of Buildings for the King, by Jean Guillot and his wife Marie Angeliqye Prevost, which sum they solidarily promise to pay in current specie in a year from date, furnishing mortgage security for said payment. Signed: Mary angelique provost, Figurey, Du Breuil, Hugault, Henry, Notary.

Dec. 13.
(6276)
(1943)

Obligation to the Company of the Indies, to the amount of 7000 livres by Sr. Ignace Petit, boarding house keeper, and his wife, Marie Françoise Huet, for slaves advanced to Sieur Viel and afterwards turned over to Petit and wife, who obligate themselves solidarily to pay said amount in five years in five equal payments. Conditions detailed and mortgage security furnished. Signed: JB Faucon Dumanoir, F. Petit, Bimont, witness; Du Breuil, f a petit, hugault, Henry, Notary.

Approved by Salmon. (Document stained and charred.)

Dec. 20, 1736. **Acknowledgment of Indebtedness** by Jean Cariton to Isaac Poisat to the amount of 1150 (6312) livres lent this day to pay for merchandise (1950) sent from France on the Comte de Maurepas, which sum Cariton promises to pay in five months from date, furnishing mortgage security. Signed: Cariton, Poisat, Piquey, Hugault, Henry, Notary.

(6313) December 20, 1736. Obligation by Cariton to Isaac Poisat for the sum of 1150 livres, same as foregoing document. A certified copy signed by Henry, Notary.

(6314) September 9, 1737. Receipt by Poisat to Cariton for payment of sum of 1150 livres.

Dec. 20. **Procuration** by Sr. Joseph Dutertre, Cadet in (6311) the Marine troops to . . . blank . . . empowering (1919) him to collect from Sr. Chevalier le Jeune, notary of Mans and his agent in that country, the amount of a note which the constituent has drawn on him in favor of Sr. Aubuchet, second officer on board the ship "The St. Joseph" of La Rochelle, and in the case of Sieur Chevallier's refusing to pay, to sue him to enforce payment. Signed: Dutertre, Piquey, Hugault, Henry, Notary.

Dec. 24. **Mutual Donation** made between Jacques Che- (1952) niez and Elizabeth Luce, his wife, of all their movables and immovables to the last survivor of the pair, as there was no notary at the time of their marriage, 15 years ago. This reciprocal donation covers all that they now possess and all that they may be possessed of at the decease of the first of them to die. Statement of what the wife owed at time of her marriage. It is also agreed that after decease of one or the other the sum of 300 livres and half of the clothes will be given to Marie Elize La Roche, their niece; and in the case that both die before the said niece is of age, the legacy will go to her only at her marriage. Signed: jacque chenie, ysabelle Luis.

(3621) November 9, 1737. Foregoing donation filed in minutes of the Superior Council, after having been read aloud. Filed in Register Fo. Ja. 14.

- Dec. 29, 1736. **Sale by Auction** of a lot and improvements
(6309) thereon, owned by Sr. Balcour, in the presence of his creditors, for the third and last time. Adjudication to Mr. Bizoton for the sum of 5500 livres. Signed: Raguet, Bizoton.
- (6308) December 15, 1736. Second sale by auction of Balcour's house which, not having brought its value, is to be put up at a third and final sale on December 29, 1736. Signed: Aufrere, Raguet.
- (6310), 1737. Apparently a receipt for payment of above adjudication, signed by Bellair, Bizoton and Prevost. Text blurred and eaten away by ink in several parts.
- Dec. 31. **Petition to Mr. Salmon**, Commissioner of the
(6348) Marine, Intendant and First Judge in this Province by the Attorney General of the King, informing him of the death of Sr. Laroche, which occurred last night, praying that seals be affixed on his goods and that a tutor be elected to his minor daughter so that inventory of his effects may be taken in his presence. Signed: fleuriau.
- (6344) Inventory of Deceased Francois Laroche,
(1957) who leaves a widow and a minor daughter.
4½ pp. Inventory is made in the presence of Jacques Chenier, tutor of said minor. Document covers four and a half pages and is signed by Chenie, françoise Luce, fleuriau, Bizoton. Document in bad condition.
- Jan. 1, 1737. **Declaration in Registry of Superior Council** by
(6354) Jean La Borde that Sr. Trenaunay, Director of the Concession of Mr. Paris Duvernay, accused him of theft, which he proved to be false, but that he had hurt his reputation and that this complaint was made with the purpose of requesting that an investigation be made and that reparation be done. Signed: Laborde. Henry, Clerk of the Council. Document creased, torn and lower part entirely missing.
- Jan. 3. **Receipt to Sr. Gilbert Dumas**, called L'Empileur,
(6353) by Francois Durcy and his wife, Catherine Fontaine, for the sum of 475 livres, coming to Catherine Fontaine from succession of deceased Fontaine, her father, first husband of
Fol. 5.
(1960)
1 p.

Mariane Haussecorne, her mother, now married to said Gilbert Dumas. Signed: Francois Durcy, Dumas, Hugault, Piquey, Henry, Notary. Document in very bad condition.

Jan. 4, 1737.
(6356)
(1962)
1 2/3 pp.

Sale by Joseph Petit, called St. Joseph, and by his wife, Francoise Lefebvre, authorized by him, of a lot on the river at Balize, between land owned by succession of deceased Sr. Grace; extent of said lot not known as it has never been surveyed. It was conceded to Joseph Petit by Sieurs Bienville and de Salmon, October 6, 1736. There are no buildings on it and it is not cleared; price of sale was 100 livres which Sr. Fillard paid cash, the vendor declaring that he could not write nor sign. Signed: fillart, f Gallot, Bunel, Henry, Notary.

Jan. 7.
(6358)
Fol. 5.
(1963)
1 1/2 pp.

Contract passed between Mr. De Salmon, Commissioner of the Marine, Ordonnateur and First Judge of the Superior Council, acting for the King, and Mr. Francois Calimache, Director of Dartagnan Concession, who obligates himself to furnish to the King's stores at New Orleans 200 quarters of rice, to be paid on delivery at the rate of 5 livres, 10 sols per barrel, on which payment the 4 deniers for the benefit of the Invalids of the Marine must be deducted, Sr. Calimache furnishing mortgage security on his movables and immovables present and to come, by act passed at the Intendency. Signed: Salmon, Bizoton, DelaPlace, f. Gallot, Henry, Notary.

Jan. 7.
(6361)
Fol. 5.
(1965)
pp.

Contract passed before Notary Royal of the Province of Louisiana between Mr. de Salmon, Commissioner of the Marine, Ordonnateur for the King in this Province, and Mr. Pierre Delisle Dupart, a resident of this city, who obligates himself to furnish the King's store in New Orleans with 140 quarters of corn in grain and 101 quarters of ears of corn at the rate of 3 livres the quarter for the corn in grain and 30 sols the quarter for the ears of corn, to be paid on delivery by the Treasurer of the Marine, with deduction of the 4 deniers per pound for benefit of the Invalides of the Marine, Dupart furnishing

mortgage security on all his goods, present and to come. Signed: Dlle Dupart, Salmon, f. Gallot, DelaPlace, Henry, Notary.

Jan. 8, 1737.
(6360)
Fol. 5.
(1964)
1 p.

Declaration in Registry of Superior Council by Louis Giscard, called Benoit, that Sr. Augustin Langlois on leaving for Illinois, left him the care of searching for a runaway negro, who was brought to said Giscard by Mr. Morand's negroes and led to prison. This negro had been hired to Sr. Jaffre, called La Liberté, who sent him to his plantation about a month and a half ago. The negro never reached there but ran away without any cause, wherefore he requests that the Attorney General be notified that said slave may be apprehended and chastised, Langlois having left him in his charge until his return from Illinois. Signed: Benoiet, Henry, Clerk.

Jan. 8.
(6363)
(1966)
2 pp.

Excerpt from Registers of Fort Conde, Mobile.

Collated Copy of Homologation of Sale of House owned by deceased Marc Antoine Huché, seized by creditors. It was sold to Jean Jeardard de Beauchamp, after homologation of act of renunciation of Marie Therese Collon, widow of said Huché and tutrix of her minor child, issue of said marriage; meeting of creditors, advertisement and crying of said sale. The original was signed by Le Breton, January 8, 1737. Collated copy signed by "de flandre," March 23, 1737.

Jan. 10.
(6372)
Fol. 5.
(1968)
1 p.

Verification of Cargo of Ship. Jacques Raineaux and Paul Rasteau, merchant of New Orleans, in the presence of witnesses, proceeded to verification of effects for account of deceased Lasserre, on the ship, the St. Joseph, and they found missing those consigned to him by Sr. Henry Chasserieu with invoice dated April 2, 1736. List follows. Above declaration signed by P. Rasteau, Jq. Raineaux, P. Lefebvre, J herbert, De Troye.

(6373)
1½ pp.

January 10, 1737. Report by Jacques Raineaux and Paul Rasteau of missing merchandise consigned to deceased Lasserre on board the ship the St. Joseph. (List follows.) As there are no other invoices of goods consigned to said Lasserre we found their owner

to be Sr. Vivier and after having appraised the said merchandise, they drew up and signed the present proces verbal to serve as need may be. Signed: P. Rasteau, Jq. Raineaux, P. Lefebvre, De Troye.

(6375)
2 pp.

January 10, 1737. Opening of different bales and packages of merchandise consigned to deceased Sr. Lasserre by Sieur Duholquod, Srs. Paul Rasteau, merchant of New Orleans and Sr. Jacques Raineaux, Captain of the ship the St. Joseph, found some missing as per invoice of March 6, 1736, list of which was duly made before witnesses and present proces verbal signed to serve as may avail. Signed: P. Rasteau, Ja. Raineaux, P. Lefebvre, J herbert, DE Troye.

(No date).

Procuration granted at La Rochelle to . . . blank . . . by Mathias Chasseriaud to forbid Sr. Rasteau to dispossess himself of sums owned by Sr. Duholquod, against whom consular judgment has been obtained.

February 26, 1738. Notice served to that effect on Sr. Rasteau by Sheriff Lenormand.

Jan. 13, 1737.

Petition to Mr. De Salmon by JB Faucon Dumanoir, Agent of the Company of the Indies, to order sale of plantation of Mr. Dartaguet, of Paris, at Cannes Bruslées, following decision of October 29, 1736. Signed: JB Faucon Dumanoir.

Jan. 15.
(6379)
Fol. 5.
(1971)
1 p.

Deposit in Registry of Superior Council by Srs. Gerard and Pierre Morin, merchants of New Orleans, correspondents of Sieurs Ferchaud, Phely and Gouignon, merchants of Bordeaux, and outfitters of the boat the Marie Elizabeth, now in this port, sentenced to receive a deposit of 80 livres, 17 sols, which they declare to be due to deceased Sr. Elie Talichet, surgeon of the said brigantine. Said Talichet died at sea leaving a sum in colonial cards to be remitted to whom by right they belong, after paying on deposit. Signed: Morin, G. Pery, Henry, Notary.

Jan. 15.
(6378)
Fol. 5.
(1970)
1 p.

Declaration in Registry by Jean Derbanne, resident of Natchitoches, who was accompanied by Mr. D'Auseville, Attorney of Vacant Estates, that there are in Natchitoches several animals owned by the succession of deceased

Charles de St. Pierre de St. Jullien, retired captain of Marine troops. There may be about 20, bulls as well as cows, calves and heifers, which are the issue of five breeds remitted by said St. Jullien to Sr. Francois Derbanne, father of Jean Derbanne, who promises to produce them when the law orders. Signed: Derbann, D'auseville, Henry, Clerk.

Jan. 20, 1737. Auction Sale of personal effects of Jean Revel, (No. 752) killed in the war with the Chickassaws; sale made by Joseph Buchet, Attorney of Vacant Estates at Fort Chartres, after inventory of same by Notary Royal, Leonard Billerot. (Surgeon Baldit always signed "Baldit," though in the text it is "Baldic.")

Jan. 20. Succession of Sr. Theodore Baldit. Contains 79 documents, one of which was indexed in the first index, the others were found in a box marked 1761-63, and are a part of the supplemental index. See Vol. 5, No. 4.

Jan. 21. Declaration in Registry by Mr. Renaud Dhauterive, Marine Captain, acting as husband of Dame Charlotte Bossua, widow of Francois Orbanne Duval, that he protests against appraisement of the lot formerly owned by estate of deceased Le Blanc, sold to Mr. D'Auseville, as this land belongs to succession of deceased Duval who acquired it from Sieur Bruslé, who was then Agent of the Company of the Indies, on April 7, 1724, offering to produce titles to said lot, for account of Duval succession and hereby protesting against all that may be protested. Signed: D'hauterive, Henry, Clerk. (See January 12, 1737, Rossard succession, July, 1736.)

January 21, 1737. Original notice served on Sr. D'Auseville, to appear before the Superior Council at its next session, to answer on complaint filed by Sr. Francois Julien Galot. Signed: Hugault.

January 27, 1737. Copy of decree of January 12, 1737, followed by report of arbitrators and appraisement of lot owned by Le Blanc succession at 900 livres. Signed: Broustin, Du Breuil.

Same Doct.
No pagination.

January 31, 1737. Notice served on Widow Demorieres, plaintiff, domiciled at home of Mr. Fleuriau, Attorney General of the King; on Sr. D'Auseville, Attorney of Vacant Estates, purchaser of houses and lots of Rossard succession, that he may not plead ignorance and obey by presently paying the sum of 900 livres to Widow Demorieres or to Sheriff Hugault, following decree of January 12, 1737; this present report handed to Widow Demorieres who offers good and valid discharge, as mentioned in decree on payment of price of adjudication, to which he will otherwise be compelled even by seizure and sale of said lot, the plaintiff reserving all her other rights and pretensions and copy left to Sr. D'Auseville of decree of Council, report of arbitrators with this present notice. Signed: Hugault.

(See Dec. 19,
'36.
Marked 36^e.

See Feb. 2.
1737-37²⁰

January 30, 1737. Defense by Dame Perine Le Marié, Widow Demorieres to protest filed by Mr. René DHauterive, Captain of Infantry, husband of Charlotte Bossua, widow of Sieur Francois Duval, declaring that the estate of Sr. Le Blanc, which amounted to a large sum, was appraised by Sieurs Duval and Rossard and that account thereof must be rendered, and that the two lots cannot remain in possession of its debtors. The sale of houses and lots of Rossard succession was made after decree rendered, after having been cried several times without any opposition by Sr. Dhauterive, who owes a large sum to said estate and that every decree is executory even when sued for a repeal. She therefore prays that this protest be rejected with costs as the lots claimed by Sr. Dhauterive, owned by Sr. Le Blanc, were adjudicated to Sieur Bruslé, who paid for them from his salary, who held receipt from Sr. Rossard, and that Sr. Bruslé afterwards paid rent to Sr. Duval who returned the same receipt Sieur Bruslé had given him, which is still extant, signature being scratched. Mme. Demorieres prays to be allowed to prosecute succession of deceased Duval for the sum of 15849 livres, 9 sols, 11 deniers, with interest thereon and to cause goods of this succession to be returned, since the Company of the

Indies takes no means to ameliorate the credits of the creditors of said deceased Le Blanc who could have been paid on the revenues of the plantations of said Duval, as it is not just that Duval's heirs should enjoy his goods without paying his debts. This copy of defense of Madam Demorieres, domiciled in home of Mr. Fleuriau, served on Dame Charlotte Bossua and her husband, Sr. Dhauterive, domiciled on the quay of this city, with citation to appear before Council at its next session to hear judgment rendered on aforementioned facts and conclusions, to be sentenced to pay sums and interest thereon due by Duval succession to that of Le Blanc and to proceed as may be necessary. Signed: Hugault.

See January 12, 1737. Rossard succession. July, 1736.

Jan. 23, 1737.
(6381)
Fol. 5.
(1973)
5 pp.
(6388)

Inventory of effects of Michel Bordier, a baker, by Sieur Louis Joseph Bizoton, subdelegate of Mr. Salmon, accompanied by the Clerk of the Council. Signed: fleuriau, Bizoton, Hugault, Henry, Notary.

January 28, 1737. Protest filed in Registry by Sr. Pellerin, former Guardian of the King's store, against sale or division of effects of Sr. Michel Bordier until payment of 1312 livres, 9 sols, due for flour furnished him to make bread for the troops, for which he gave bond solidarily with his wife before Mr. Rossard, May 5, 1732. Signed: Caëe, Henry, Clerk of Council.

(6386)

April 26, 1732. Petition to Mr. De Salmon, Commissioner General of the Marine and Ordonnateur in the Province of Louisiana, by Sieur Pellerin, Guardian of the King's store in New Orleans, stating that Michel Bordier, baker for the King's troops, took a quantity of flour above his allowance, on his receipt during the months of September and December, 1731, and January, 1732. He was often called on by the said Pellerin to settle his account, but Bordier always gave as an excuse that he had not the statements of the bread furnished to the troops, which were in Mr. de Trefontaine's hands, which compelled

Mr. Pellerin to send the archer of the Marine to him. He then presents his vouchers to settle said account which was signed by said Michel Bordier, amounting to 9097 pounds of French flour which at Colonial rate amount to the sum of 2046 livres, 16 sols, 6 deniers, for payment of which the Guardian of the Store has recourse to the law to compel said Bordier to payment of same, in default of which he will be imprisoned with permission to seize his goods and effects and even to hold him in prison until full payment for discharge of the said Guardian of the Store. Signed: Pellerin.

(6387)

April 28, 1732. Order that said Bordier be bodily apprehended and imprisoned in the prisons of this city until payment of aforesaid flour, and order to seize all his goods notwithstanding his imprisonment. Signed: Salmon.

Jan. 24, 1737.

(6389)

Fol. 5.

(1974)

1 p.

Complaint in Registry by a negro named Congo, public executioner, accompanied by the Attorney General of the King, that he was assaulted by two negroes, yesterday, near the King's plantation. One of the men was a runaway negro owned by Augustin Langlois. They left behind them a torn blanket and an old coat, and as his life would not be secure if such assassins were tolerated, he makes this report in the presence of the Procureur General, that investigation be made and the owner of blanket and coat found to be dealt with according to the law. He declared that he did not know how to write and the complaint is certified by Henry, Clerk of Council.

Jan. 24.

(6392)

Fol. 5.

(1976)

2½ pp.

Marriage Contract of Sr. Joseph Faguier, son of deceased Sr. Antoine Faguier and of Claude de Genes, now resident of New Orleans, a merchant tanner of Chalon, Champagne, France, a native of the parish town of "The Trinity," and Dame Marie Chevallier, widow of Francois Grace, who died in this Colony. Signed: faguier, marie chevalier, Piquey, Vongy, Merle, Bimont, Jahan, Balcour, Huguault, Henry, Notary.

Jan. 25, 1737. **Report in Registry** by Dame Francoise Laurence Le Blanc, widow of Sr. Joseph Delery, of death of a negress on her plantation, on the 23d inst., named Ogam, aged about 35 years, who died of pneumonia, notwithstanding all the care given her. Signed: Leblanc veuve delery, Henry, Notary.
(7871)
Fol. 5.
(1979)

Jan. 26. **Declaration in Registry** by Sr. Arnaud Vigean De Grandmaison, surgeon of Pointe Coupée, that he heard Pierre Germain, also a resident of Pointe Coupée, tell his wife to receive all the tobacco remitted to her by one Guichard until the second cutting, leaving his negro in command on his plantation to receive the tobacco as he was about to depart for New Orleans. Moreover, that he saw some of it delivered before him in payment for an account they had in common and made the present declaration on request of Guichard in New Orleans. Signed: Grandmaison.
(7875)
Fol. 5.
(1981)
2½ pp.

2d. **Declaration in Registry** by Jacques Decou, resident of Pointe Coupée that he heard Pierre Germain, resident of the same place say that he had left his negro, Cezard, on his plantation with his wife, to receive the tobacco which Guichard was to remit in exchange for corn that he had agreed to give him at the rate of 20 sols cheaper per barrel than the corn he would sell in New Orleans, and that the charge for the tobacco would be 3 sols per pound for the first cut. Signed: Jacque recouse, Henry, Clerk.

3d. **Declaration in Registry** of Pierre Bonhomme, a carpenter, concerning his engagement to work with Pierre Germain, of the latter's agreement with Guichard, of his leaving his negro Cezard to receive the tobacco in the presence of Germain's wife, that said Germain went down the river but does not know what he delivered as the witness works for Mr. Coustilha, but he does know that said Germain bargained with Guichard to deliver 50 barrels of wheat in exchange for the tobacco, wheat at 20 sols per barrel cheaper than it was worth in New Orleans. Signed: Henry, Clerk.

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(7878)
(1982)
2½ pp.

Duplicate of above document (7875) excepting that first simply cites a declaration by Arnaud Vigean, etc., and the second document states that these declarations are made on verbal order of Mr. de Salmon, Commissioner, Ordonnateur and First Judge of the Superior Council, the three declarations signed solely by Henry, Clerk. Document charred and stained.

Jan. 28, 1737.
No. 753.
3 pp.

Judgment rendered in favor of creditors of Sr. Paul Balcour. Sale of his movables and immovables have brought returns of 11310 livres, deposited in Registry, in charge of Clerk of the Council, who remains charged with same, for payment to creditors and on refusal of payment he will be thereto compelled as trustee of judicial goods. Madam Balcour and Mr. Faucon Dumanoir for Company of the Indies, are declared to be privileged creditors and shall be paid in full; the other creditors are to be paid on the remainder left in Registry. Signed: Salmon, Raquet.

Jan. 29.
No. 754.

Judgment rendered between Sr. Gerard Pery and Sr. Pierre Morin, plaintiffs, vs. Captain Vigaud, in command of the brigantine the Marie Elizabeth. Decree of Council on date of December 1, 1736, orders defendant to render account to plaintiffs, in 15 days for sums and goods intrusted to him, which account the plaintiffs will be sent to the ship fitters to be settled by them, to which will be added the vouchers and the report of Mr. Fleuriau, Commissioner on this case; allowing Sr. Vigaud his expense account, excepting 6 livres spent at the Inn, whilst his brigantine was not detained on business. The decree to be executed in its form and tenor, costs reserved. Signed: Salmon. See January 15, 1737.

Jan. 31.
(7887)
Fol. 5.
(1985)
15 pp.

Engagement of Gervais Laporte, former pilot of the Marie Elizabeth, with Sr. George Amelot, commanding the brigantine The St. Jean Baptiste, as pilot for the journey to the Windward Islands, at the salary of 36 livres per month with nourishment, one month's wages

to be paid in advance by Sr. Pery who holds procuration of Sieur Coustilhas, owner of said brigantine. Signed: Laporte, G. Amelot, G. Pery, Hugault, Piquey, Henry, Notary.

(7888)

February 1, 1737. Engagement of Jacques Sorlut, former carpenter of the Marie Elizabeth, condemned in this port, now anchored before this city, with Sr. George Amelot, Captain of the brigantine the St. Jean Baptiste, from here to the Isles of Martinique and return at a salary of 35 livres per month, advance of a month's wages having been made by Sr. Gerard Pery, holding procuration of the owner. Signed: Laporte, Hugault, Henry, Notary.

(7890)

February 4, 1737. Engagement of Bertrand Lafargue, a native of Bayonne, cook on board the Marie Elizabeth, to Captain Geo. Amelot as sailor on the brigantine the St. Jean Baptiste, at a salary of 20 livres per month. Signed: Hugault, Piquey, Henry, Notary. Lafargue declared that he did not know how to sign.

(7891)

February 12, 1737. Engagement of Francois Rebel, a native of Saint Malo, now in New Orleans, with Captain George Amelot, as quartermaster of the brigantine, the St. Jean Baptiste, for the voyage to the Isles of America, at a salary of 36 livres per month and board, with condition that on his arrival in France he receive one month's pay in advance. Signed: francois rebel, Hugault, Piquey, Henry, Notary.

(7893)

February 21, 1737. Engagement of Augustin Breond with Sr. George Amelot, Captain of the brigantine, the St. Jean Baptiste, as sailor cooper, at a salary of 32 livres per month. Signed: Augustin Breond, Hugault, Piquey, Henry, Notary.

(7894)

February 21, 1737. Engagement of Jean Le Cler, a native of Rohan, with Sr. George Amelot, as sailor on board the brigantine, the St. Jean Baptiste, at 30 livres per month. Signed: Jean leCler, Laporte, Hugault, Henry, Notary.

(7895)

February 26, 1737. Engagement of Jacques Bonhomme with Captain George Amelot as sailor caulker on board the brigantine, the

St. Jean Baptiste, at 30 livres per month.
Signed: Hugault, Laporte, Henry, Notary.

(7896)

March 2, 1737. Engagement of Ricard Villerme, from Denmark, with Capt. George Amelot, as a sailor on the brigantine the St. Jean Baptiste for the voyage to the Island of Martinique and return at 30 L. per month, with advance of a month's wages. Signed: Reusand Wierenm. Hugault. Laporte. Henry notary.

March 4, 1737. Engagement of Jean Daulon, with Captain George Amelot as pilot-boy on board the brigantine the St Jean Baptiste, at 25 L. per month and nourishment, from the day the brigantine will sail until she arrives in France. Signed: Piqueury, Hugault, Jean Daulon, Henry Notary.

(7898)

April 24, 1737. Engagement of Laurens Retif, from St. Malo, with Captain George Amelot, of the brigantine, the St. Jean Baptiste, as boatswain, from here to the Isles of Martinique and other places, and from the coast of Guinea if Sr. Amelot judges it proper, to return to France or to this city, and to do all that is ordered in the service, at 36 livres per month, with advance of one month wages. Signed: Laurens restis, Hugault, Henry, Notary.

(7899)

March 24, 1737. Engagement of Joseoh Caillonneau, a native of the Sands of Olonne, in Lower Poitou, with Captain George Amelot of the St. Jean Baptiste, to make the voyage from here to the Isles of Martinique, the Windward Islands and the Coast of Guinea, if Sr. Amelot thinks proper, at 40 livres per month, with advance of a month's wages, obligating himself to render any service requested of him. Signed: Caillonneau, Hugault, Henry, Notary.

(7900)

April 24, 1737. Engagement of Jean Hessean from Department of Brest, with Captain George Amelot of the St. Jean Baptiste, as sailor, at 30 livres per month, with advance of two months' salary. Signed: Hugault, Henry, Notary.

(7901)

May 15, 1737. Engagement of Sr. Arnaud Vigean de Grandmaison with Captain Amelot, as surgeon on board the brigantine the

- St. Jean Baptiste, at a salary of 40 livres per month with 30 sols extra for every negro (head) they will bring from the Coast of Guinea, when they reach New Orleans, with advance of one month's salary which Mr. Pery will pay for account of Mr. de Coustilha, outfitter of the said brigantine. Signed: Grandmaison, G. Pery, Hugault, Pigurey, Henry, Notary. Document in bad condition, charred, with parts of text missing.
- (7911) February 6, 1737. Declaration in Registry of Superior Council by Mr. George Amelot, Captain commanding the brigantine, the St. Jean Baptiste, caulked in this port, that Ger-vais Laporte, pilot on said brigantine, the carpenters and sailors of the crew, declare that after examination of the caulking done they certify that the voyage from the Isles of America can be made without extra caulking. Signed: AmeLot, francois rebel, La-porte, Henry, Notary.
- Fol.5. (1988) 1 p. See Feb. 7, 1737 (7916)
- Feb. 1. (7903) Fol. 5. (1986) **Receipt** by Marianne Malo, wife of Paul Balcour, separated in property, for payment of 3025 livres, amount carried as her dowry in her marriage contract on date of February 7, 1717. Signed: marie anne Malo femme de Balcour, Hugault, Prevost, Henry, Notary.
- Feb. 1 (8218) **Agreement** between Sr. Du Breuil, Contractor for the King's works, and Sr. Chaney, who obligates himself to furnish said Mr. Du Breuil 1000 boards in three months, as fast as they will be ready, 200 of which must measure 10 inches in width by 1 inch in thickness and 10 feet in length. The other 800 must be of the same thickness and length but will measure 1 foot in width. One-third of price agreed on will be paid each month at the rate of 15 sols apiece and they shall be delivered where they are needed. Signed: Du Breuil, Chaney.
- Feb. 3. **Acknowledgment** by Sr. Livet of receipt of the works ordered and delivered by Saucier, cabinetmaker, the receipt having been written out by Saucier and signed by Livet, as he has lost the original note.

Permission given to Mr. Henry, Clerk of the Superior Council and Notary, to draw up the necessary papers concerning the half lot Saucier has obligated himself to pay for account of Livet at the office of the Company of the Indies. Signed: Livet.

Feb. 6, 1737. **Certificate** by Gervais Laporte, pilot for the
(7911) brigantine, the St. Jean Baptiste, the car-
Fol. 5. penter and sailors of said boat, that it is in
(1988) good condition and able to make the voyage
from the Isles of America to France without
extra caulking. Signed: AmeLot, francois
rebel, Laporte, Henry, Notary.

Feb. 6. **Declaration** by Captain George Amelot, on cer-
(7911) tificate of pilot, carpenter and sailors of the
Fol. 5. brigantine, the St. Jean Baptiste, that she is
(1988) seaworthy, capable of voyage from America
to France without extra caulking, of which
1 p. declaration act has been passed. Signed:
AmeLot, francois rebel, Laporte, Henry, No-
tary. Indexed in January, 1737, in recruiting
of crew of said St. Jean Baptiste.

Feb. 7. **Declaration in Registry** by the carpenters who
(7916) worked on the brigantine, the Marie Eliza-
Fol. 5. beth, now the St. Jean Baptiste, noting re-
(1990) pairs still needed after which the said brig-
1 p. antine may undertake the voyage intended
by its Captain, Mr. George Amelot. All have
signed except Jacques Bonhomme. Signed:
Lemoine, Christing, Henry, Clerk.

Feb. 7. **Statement of Debtors** to cargo of the ship, the
(7921) St. Joseph, from La Rochelle, commanded by
(1993) Mr. Jacques Raineaux: Bizoton, 2300 livres;
Fol. 5. Artel, called Francoeur, 74 livres, 4 sols;
1 p. Baldic, surgeon, 256 livres. Total—2630
livres, 4 sols.

Receipt signed by Amyault D'auseville to Mr. Raynaux for papers showing indebtedness of above sum: 2630 livres, 4 sols, and moreover his procuration, promising to send what he will be able to collect in letters of exchange on the Treasurer of the Marine to Mr. La Pointe, outfitter of the said ship, at La Rochelle.

- (7922)
Copy.
1 p. Acknowledgment by the Treasurer of the Marine that Mr. Rayneaux, Captain of the ship the St. Joseph, remitted to him in Colonial money cards the sum of 15,946 livres, 2 sols, which he will account for on orders of Mr. de Salmon, Commissioner Ordonnateur in the Province of Louisiana. Dated February 23, 1737, and signed: De la Pommerays.
- (7919)
Fol. 5.
(1922)
2 pp. Procuration of Jacques Rayneaux, Captain of the ship, the St. Joseph, of La Rochelle, to Sr. D'Auseville, Attorney of Vacant Estates, to collect all sums due to said Rayneaux, to prosecute and discharge, to cause seizure and sale of goods of debtors and see that decrees obtained be executed. Signed: Rayneaux, Amyault D'Auseville, Piquey, Hugault.
Note above signature of Henry, Notary, that he is also to enforce payment of sum of 15946 livres, 2 sols, due said constituent by His Majesty, following receipt of Treasurer of the Marine in this Colony, copy of which is annexed to minutes of these presents, in order to receive the letters of exchange on the Treasurers of the Marine and to have them addressed to Mr. La Pointe.
- (7922)
Continued. Acknowledgment signed by D'Auseville on date of February 20, 1737, that Mr. Rayneaux remitted to him the original of the note above transcribed and promise by said D'Auseville, by virtue of his procuration to solicit Mr. de Salmon to obtain the letters of exchange to order of Mr. La Pointe, outfitter of the vessel, the St. Joseph, for account of the associates of said ship as well as for his individual account.
- Feb. 7, 1737.
(7923) **Petition to Superior Council** by Sr. Bizoton, Commissioner of the Marine, that he has been commissioned by His Majesty as second Councillor in the Superior Council of this Province on date of September 1st of last year, praying for order that his commission be registered. Signed: Bizoton.
- Feb. 7.
(7917)
Fol. 5.
(7917)
1½ pp. **Contract** passed before Notary Royal between Mr. De Salmon, "Commissaire Ordonnateur" in Louisiana, and Mr. Ignace Petit, to furnish the King's store with 68 quarters and a half of unthreshed rice to be paid at the rate of

6 livres per barrel on delivery with deduction of the 4 deniers for the benefit of the Invalides of the Marine, Sr. Petit furnishing mortgage security for same. Passed at the Intendency. Signed: Salmon, f. Gallot, Petit, boarding house keeper; DelaPlace, Bizoton, Henry, Notary.

Feb. 9, 1737.
(7924)
(1994)
Fol. 5.
1 p.

Receipt signed by Morin for 405 livres, 6 sols, 3 deniers, deposited by St. Trenaunay, following Trenaunay's declaration on date of December 30, 1735, as Director of Concession of Mr. Paris Duvernay, offering to pay Mr. Morin as payment of a letter of exchange drawn on Dr. Paris Duvernay in Paris, which was protested, and on Mr. Morin's refusal to receive the payment offered, the amount was deposited, to be remitted to Mr. Morin on payment of costs of consignment. Signed: Trenaunay Chanfret, Henry, Clerk.

Feb. 12.
(7926)
Fol. 5.
(1996)
1 p.

Declaration in Registry of Superior Council by Sr. Raymond Amyault Ecuyer Sieur d'Auseville, that at 3 p. m. yesterday, Sieur Saussier asked him to rent him the old house situated at the lower end of the river, to which he replied that it would annoy him in view of the repairs to be made, even the roof being damaged. Saussier said he would have the roof repaired at his expense as it was required to lodge three persons coming on the King's ship and that he himself was to reside there for six months, giving D'Auseville a note for 50 livres, who was greatly surprised this morning when Madam Tixerant came to ask for the key of the house, as he avoided all transactions with Tixerant, her husband, as he had resorted to threats and violence against said D., who therefore prays for a delay of 24 hours in order to have the said form annulled. Signed: D'Auseville, Henry, Clerk.

Feb. 12.
(7925)
(1995)
Fo. Esj.

Collated Copy delivered on this date of February 12, 1737, by Henry, Clerk, to Marie Francoise Miguel (Maguet) of a sale of a house sold to her by Jean Louis, who held said house from Sieur Poussine. Dated February 12, 1735. Signed: Jean Louis.

Feb. 13, 1737. **Procuration** by Sr. Jacques Raynaud, Captain of the St. Joseph, of La Rochelle, to Sr. Pierre Morin, merchant of New Orleans, to prosecute Sr. Saussier for the sum of 313 livres and costs of proceedings for payment of said sum due on merchandise delivered to him from cargo of the ship the St. Joseph, for pelts sent by said Saussier, as per notice served on Saussier on dates of December 10 and 15, 1736. Signed: Jq Raineaux, Pigurey, Huguault.

(To Be Continued)



INDEX TO THE SPANISH JUDICIAL RECORDS OF LOUISIANA.

XI.

(September 4, 1771, to December 11, 1771. Both Miscellaneous Documents in one folio 771-779.)

(Continued from April, 1925.)

BY LAURA L. PORTEOUS

1771—September 4.

Andres Roche to appoint Enrique Despres as his curator at lites to demand from his father (Enrique Roche) his rights which he contests.

No. 3968. 96 pp.

Courts of Alcaldes Nicolas Forstall and Hipolite

Amelot and Alferez

Real Francisco Maria de Reggio.

Assessor, Cecilio Odoardo.

Escribano, Juan B. Garic.

Action to adjust and settle rights of child of first marriage.

Roche presents certificate of his mother's death (Catherine Proteau) wife of Henri Roche, called Bellair, dated November 7, 1752, and his baptismal certificate, dated December 8, 1752, in which Father Dagobert certifies he baptized Andres, born of the lawful marriage of Henri Roche, called Bellair, master cordwainer, and of the deceased Catherine Berteau, called Proteau, who was born on November 2, of the present year. His god-father was Andre Berteau, master carpenter and his god-mother, Marie Anne Merante, widow of Arnaud Roche, called Bellair. Plaintiff alleges that since his mother's death (when he was five days old) he has received no money from his father, who holds in his possession his share of his mother's succession which he has used to his own advantage. To adjust and to obtain his benefits he asks that Enrique Despres be appointed his curator ad lites and ad bono. The Court names Enrique Despres in that capacity, who qualifies, Joseph Maria Armant as security, who also qualifies. Despres, curator, files a petition to require an accounting from Enrique Roche and the Court order requires this to be made within eight days; the defendant fails to comply and the Court orders compliance within three days under penalty of imprisonment in the public prison until he does so.

The record contains certified copies dated New Orleans, November 4, 1749, of two marriage contracts. First, between Henry Roche, son of Arnaud Roche and Marianne Bisot, and Catherine Louise Bertaut or Bertau, daughter of Andre Bertaut, master carpenter, and Marie Poitevin. Witnessed for the groom besides his parents, by his brother, Pierre Roche, Henry du Quoy, called Plaisance, Mr. Montenary, called Toussaint. Witnessed for the bride besides her parents, by Joachim de Gauvrit, Chevalier of the Order of Saint Louis, Pierre Roche, her future brother-in-law, Maurice L'Evecque, her brother-in-law

and his wife, Marie Julie Bertaut. Signed by all the foregoing who could write and Le Normand, Chantaulou and Henry, Notary. The second marriage contract is dated February 25, 1756, between Henry Roche, called Bellair, son of the deceased Renaud (Arnauld) Roche and Marie Anne Bisot and widower by his first marriage of the deceased Catherine Proteau, and Catherine Laurandine, widow of the deceased Pierre Couilleret. Witnessed for the groom by his mother, Antoine Catoire, Mr. Darvasola and Nicolas Love, and for the bride by Jean Casller or Cailler, Pierre Lambremont. Signed in the original by Charles Tizonneau, Pierre Songy and those above mentioned, together with Notary Chantalou.

At the request of Henry Roche, called Bellair, an inventory is made of the community property with his first wife, Catherine Proteau, contradictorily with her surviving son, Andre Roche. The listing and valuation is made by Joseph Ducros, merchant of New Orleans, Antoine Catoire and Merin Le Normand, in the presence of Chantalou, Notary. The father presents a list of expenses incurred for repairs and extensions made on the house belonging to the minor child of the deceased Mrs. Roche, amounting to 3288 livres, 15 sols, with an account and sworn statement by Henry Roche of his first community property. This is challenged by the curator who renders a counter statement, and this is sent to Enrique Roche who replies, contending that the "observations" of his opponent are frivolous and insists upon the correctness of his original account.

Alcalde Forstall, on Assessor Odoardo's advice, orders the case to go to hearing at the end of nine common days. When the time expires, each party in a separate petition, asks for publication of the testimony, taken in the interim on behalf of the contending parties.

The curator offers in evidence all the instruments already filed and the interrogatorios for the examination of witnesses Nicolas Lauve or Love, called Colin, a shoemaker, and Andres Bertaud, Jr., and Marmillon. The defendant offers the same documents and presents interrogatorios upon which the following witnesses were examined: Regidor Perpetuo, Joseph Ducros, Pedro Roche, called Bellair, Francois Langlois, and Andres Roche. Defendant also asks that Santiago Hallays and Pedro Songy be required to approve defendant's first account and sworn statement, and that Mr. Bertaud, Jr., certify to the amount of costs for the repairs he made on his minor son's house. These requests are granted and Mr. Bertaud, Jr., declares that he received 27½ pesos from Enrique Roche for building the gallery and that Roche supplied everything. If he had not furnished the materials the cost would have been 30 pesos. The curator then presents a counter statement and criticises the defendant's account, claiming for the minor 14,215

livres, 6 sols, 1 denier, according to the inventory and as he claims has been established and proven in the account just rendered. This is sent to the defendant who contests it and insists the account he has rendered is correct.

The Court now orders the case closed and on June 27 Alcalde Amelot, on Assessor Odoardo's advice, orders the parties cited for definitive judgment. This is rendered on July 9, and the judge recites therein that he has examined the evidence and is of opinion that Andres Roche has proven his right to his mother's dowry of 1000 pesos in conformity to her marriage contract and to an additional 1000 livres, the marriage donation made to her by her husband at the time of the wedding. The 1495 livres which the estate owed at the time of the inventory will be divided into equal parts as community, between Andres and Enrique. The father he holds not obligated to pay his son any revenue of the estate because he has received support and education from the father during his minority. The latter's claims for expense on the common property during that period is likewise rejected, he having enjoyed the revenues and use of the same. The Escribano is ordered to liquidate and partition the estate in conformity to this definitive judgment rendered upon the advice of the Auditor of War. Assessor's fees, 10 pesos. There will also be included in the taxation of costs three assistances for Enrique Desprez, curator, for his work in the case, and six to Leonardo Mazagne, attorney for defendant. (Signed) Hipolite Amelot and Cecilio Odoardo. Taxation of costs on account of Andres Roche, 75 pesos, 3½ reales. For Enrique Roche, 63 pesos, 6½ reales. Those to be paid by both, 54 pesos, 7 reales. Dated July 15, 1772.

The division is made by Juan B. Garic, Escribano, and July, 1772, Andres Roche receives 4248 livres, 16 sols; Enrique Roche to keep 2308 livres, 11 sols, 3 deniers.

On July 20, 1772, Enrique Roche petitions Alferez Real de Reggio, acting pro tem, setting forth that the judgment in this case has been definitively rendered and as the time for appeal has passed, he asks for a decree that the issue is now res adjudicat and has the authority of a thing adjudged. This is sent to the other party, who through his curator consents thereto. de Reggio rules; that with the consent of both parties the sentence definitively pronounced herein be now held consented to and passed with authority of the thing adjudged and in consequence whereof let it be guarded, complied with and executed according to and as it is therein contained. Assessor's fees, 10 reales.

July 30, the curator sets forth that the sentence in this cause has been definitively pronounced and also the division has been made. He therefore asks that Enrique Roche be ordered to deliver to him within a short space of time what is men-

tioned as belonging to his minor. de Reggio rules: Let him be instructed that his petition is denied.

Note: According to the receipt dated April 22, 1776, Ar-dres Roche had to wait more than three years for his maternal inheritance which was paid to him when he arrived at the age of 25.

1771—September 16.

Ann Testas vs.

Widow Duverge

No. 3973. 9 pp.

Court of Governor Unzaga.

Assessor, Cecilio Odoardo.

Escribano, Juan B. Garic.

To collect a debt.

The plaintiff claims 1560 livres on a note and as the defendant has sold two slaves to Carlos Tarascon, she asks he be ordered not to pay Mrs. Duvergé, but to place the money at the disposition of the Court until this case is settled. Tarascon certifies that he paid cash for the slaves and therefore does not owe anything. The two litigants come to an amicable settlement and the costs are taxed at 8 pesos, 5 reales, September 26, 1771.

September 23.

Succession of Marie

Bienvenu Derbonne (Terrebonne) Inventory, appraisal and sale of her estate.

Emancipation of one heir.

An old slave purchases her freedom.

No. 154. 73 pp.

Courts of Alcaldes Nicolas Forstall and Francisco de Villiers.

Assessor, Cecilio Odoardo

Escribano, Andres

Almonester.

The heirs of Marie Anne Bienvenu, widow of Guillaume Dupre, called Derbonne (Terrebonne), are Antoine Dupre, Santiago Dupre, Lorenzo Dupre and Guillaume Dupre living, and Juana Dupre Terrebonne (Mrs. Lerable) deceased, leaving as heirs her two children, Jacques Lerable and Marie Anne Lerable, widow Laconte, and Louise Dupre Terrebonne (Mrs. Mallet) deceased, leaving as heirs Pedro Mallet and Antonio Mallet. The oldest son, Antonio Dupre Terrebonne, notifies the Court of his mother's death and is immediately appointed guardian of the estate. He asks that a defender be appointed to represent the absent heirs and a curator for the minors. He also asks that Santiago Lerable and Marie Anne Lerable, widow Laconte, his deceased sister's heirs, and Pedro and Antonio Mallet, another sister's heirs, be notified, for the part which comes to them. The Court appoints Don Diago de Alba as curator ad lites, who must qualify. He will also act as defender of the absent heirs to save expenses. The heirs of age will name an appraiser to represent their interests at the taking of the inventory when the day for it will be set. Diago de Alba qualifies, naming as his bondsman, Esteban de Quinones, who also qualifies. Alcalde

Forstall confirms him in his appointment as curator and defender.

Mariana and Santiago Lerable, children of Juana Terrebonne and grandchildren of Maria Bienvenu Terrebonne, both deceased, name as their appraiser Pedro Joachim Rene de Saint Germain, who is appointed and qualifies. Antonio Dupre Terrebonne asks for the taking of the inventories, which was ordered begun on the 15th of the current month. Nicolas Forstall, Alcalde, Diago de Alba, curator and defender, Antonio Dupre Terrebonne, guardian of the estate, Santiago Lerable, for himself and sister, together with Pedro Bertoniere and Pedro Joachim Rene de Saint Germain, as appraisers, went to Mrs. Terrebonne's plantation, situated four leagues above the city on the other side of the river, where they made an inventory and valuation of the property of the deceased, consisting of household furnishings, clothes, slaves, live stock, plantation, dwelling house and outbuildings. A note stipulates that the taking of this inventory consumed three days. October 29, 1771, the Court orders a copy of these proceedings sent to the interested parties.

November 4, 1771, the curator and defender asks that the provisional guardian of the estate be ordered to give a bond of security for the property he holds as there is no evidence that he owns any property held in his own name, which places the interests of the minors in grave danger. The Court orders Antonio Dupre Terrebonne to give bond within five days. The escribano was unable to notify him of this order as he is absent on the plantation. This necessitates citation proceedings. November 16, the guardian of the property appears before the escribano and agrees to give bond at once.

The case now passes to Alcalde de Villiers' court and the curator on January 13, 1773, Antonio Dupre Terrebonne, January 14; Maria Ana Lerable, widow Leconte and Santiago (Jacques) Lerable on January 15, each in a separate petition ask the Court to approve the inventories made. This is done on the 17th, and on the 25th the curator asks for the public calls for the sale of the property. Granted. The calls are made January 25th, February 3rd, and 12th. All the heirs and their representatives being willing, the property was put up at public auction in bulk on March 9, but there were no bids. On the second offer at public auction Pedro Lorio bid 160 pesos for Magdalena, aged 14, and Michel Frilous, called St. Elroy or Elois, bid 191 pesos on Maria Theresa, aged 16; these bids were accepted. Angelica, aged 80, having collected an alms of 12 pesos, offered this amount in exchange for her freedom. This was not accepted in the moment unless it be preceded by a publication for her sale, then if no bids were offered her petition would be granted. These legal preliminaries having been complied with, no bid was offered. They were ordered

to go on with the sale and in due time gave her the necessary instrument. There were no further bids offered for the property so the heirs and their representatives asked to have it adjudicated to them at the price of its valuation. An exception was made in the case of Maria, aged 30, and her four children, Carlos, Noel, Rosa and Mariana. So as not to incur any more expenses and as no bids were offered they ask for a division among the heirs when the absent ones arrive. The alcalde ordered the adjudication upon the stipulated conditions that the guardian would hold the estate without selling or alienating anything until the partition is made. Antonio Dupre Terrebonne offers 513 pesos for the negress and her four children, as a part of what should come to him from the estate. This bid, with the consent of the other interested parties, was accepted with certain stipulated conditions. These offers were repeated and the "Angelus" having rung, His Lordship called the bids already made, namely 160 pesos for the mulattress Magdalena, 191 pesos for the mulattress Maria Catherine, and 513 pesos for Mariana and her four children, and asks for further bids for the first, second and third time but as nothing more was offered the sale and adjudication was declared completed. In the case of the negress, Angela, with the consent of all parties they accepted the 12 pesos for her freedom, the guardians of the estate authorized the necessary act of emancipation drawn up. The adjudication was made at once as had been prearranged. Those signing were Chevalier de Villiers, Widow Leconte, Enrique Desperez, Michael Frilous, called St. Elois, Antonio Dupre, Jacques Lerable, Leonardo Mazange. Attested by Andres Almonester.

March 11, Pedro Lorio and Miguel St. Elois ask that the act of sale be passed for the slaves they bought. This is ordered done and the day following the Court is asked for a taxation of costs. These amount to 146 pesos, 2 reales.

March 30, Guillermo Dupre, called Terrebonne, presents his birth certificate which stipulates that Guillaume, son of Jacques Dupre, called Terrebonne, and Anne Bienvenu, was baptized December 8, 1748, born in the same month and year. His god-father was Guillaume Lange and his god-mother Elizabeth Dupre. This certificate proves that he is a minor of more than 23 years so he asks for emancipation in conformity to law, the Court having the power and authority to issue the necessary judicial decree. Witnesses are ordered summoned to give the necessary information. Alphonso Fausier, de Saint Germain and Nicolas Marette under oath, declare that Guillaume Dupre, called Terrebonne, is capable of administering his property and that it is to his interest to be emancipated. Alcalde de Villiers, on Odoardo's advice, grants the emancipation so that he may receive and administer his legitimate inheritance but prohibits his alienating any of it until he should arrive at

and complete the age of 25, which the law requires. Assessor's fees, 12 reales.

April 6, the heirs ask a permit to make an amicable division of the property among themselves so as to avoid further costs as there would not be enough left to pay them. Granted. April 8, the heirs say they have effected the partition and ask the Court to free Antonio Dupre of his obligation as guardian of the estate and of the bond he had to put up. April 9, the heirs ask for a taxation of costs. The Court rules: "As it is prayed." No further taxation is made.

1771—September 30.

Criminal Suit officially prosecuted against Claudio Joseph Villars Dubreuil for lack of obedience to the Royal Court and its Ministers.

No. 127. 27 pp.

Court of Governor Unzaga. Assessor, Cecilio Odoardo. Escribano, Andres Almonester.

The defendant is imprisoned for resisting the judicial officers in the execution of the process of the Court.

Cecilio Odoardo was commissioned by Unzaga to make an inventory of all property belonging to Claudio Villars at the request of Leonardo Mazange, representing Marie Petit de Coulange and Francisco de Bouligny, and of Francisco Broutin, representing Mr. Hugon. Joseph Ducros, General Receiver. Santiago Hallays, and Pedro Songy were named as appraisers. Ducros is appointed to act for Maria Coulange. Hallays for Messrs. Fleuriau and Juan Trudeau for the claims of their wives, Juana Catalina and Juana Felicidad, daughters of Claudio Villars (Dubreuil).


Accompanied by the escribano, the persons named went to the Villars plantation, one league above the city on the other side of the river. When they arrived they saw a woman in one of the doors of the house together with Juan Trudeau, son-in-law of Villars. When they saw the ministers of the Court coming the woman went into the house and closed the doors and Trudeau remained on the gallery and accosted the commissioner, Odoardo. Villars went out of the other house which faces the house just spoken of, which was also closed, and received them in the courtyards. He said he would not consent to the taking of the inventories unless he was shown an order from Governor Unzaga. He does not know the Commissioner and he requires a written order before giving his consent for the inventories. The escribano said that it was an order from His Excellency which he was showing. He said in no manner would he permit it and that he did not owe anything to Maria Coulange nor Francisco de Bouligny. He did not understand that his other creditors would come clandestinely (por una puerta óculta) to take an inventory.

The Commissioner reminded him that there was nothing clandestine (no era oculta) when an official proceeded with legitimate authority and full knowledge of the cause. He had been ordered to appoint an appraiser, which he did not do. He left the city and retired to his plantation notwithstanding that he knew of the proceedings formulated against him by his creditors. He answered that he had been notified of one decree but he did not know of any order to make an inventory. The Commissioner ordered the escribano to attest to all that had taken place; the party left to report the entire affair to Governor Unzaga.

Unzaga, on Odoardo's advice, rules: Let the escribano produce the order for the foregoing proceedings together with the order by which Claudio Villars was ordered to name an expert (appraiser) and also the notification thereof by Juan B. Garic, Notary (greffier) of the late Superior Council of this Province. Let him also certify relative to the resistance made by Villars at the time the ministers went to his plantation in this same cause. Have Attorney Enrique Desprez, Carlos Fleuriau and Juan Trudeau appear before the present Assessor to be examined. Let Captain Jacinto Panis be named as interpreter who must qualify. The authors and accomplices must be examined upon the insult offered to Justice and its ministers by Claudio Villars, who is ordered to be held provisionally as a prisoner in the military prison. File the letter he has sent to the Governor with these records.

The record is made up under this order by the escribano filing a certified copy of the order dated September 30, 1771; The qualification of Jacinto Panis, the original letter written to Governor Unzaga by Joseph Villars, dated September 30, 1771; the certificate by Juan B. Garic, ex-griffier of the Superior Council, of the occurrences of the first day of February of 1768 when Joseph Maison, sheriff (huissier) of the late Superior Council, was ordered to make a seizure of movable and immovable property belonging to Mr. Villars in execution of various judgments of the Council in favor of Mr. Gerardo de Villemond(t) for what was due Mr. Dauberville's heirs, showing that Joseph Maison was prevented from making a seizure, and the testimony of Messrs. Desprez, Fleuriau and Trudeau upon the resistance made to prevent the taking of the inventory on Mr. Villars' plantation.

On October 5, Unzaga, on Odoardo's advice, rules: From the results of the foregoing summary, let Claudio Joseph Villars be committed to prison. With regard to his property, let it be seized for the benefit of his creditors, and let the present escribano take the certificate of the Sergeant of the Guard that he holds the person of the prisoner and proceed to take his confession. Assessor's fees, 20 reales.



Sergeant of the Guard Francisco Collell, certifies he holds in his charge the person of Claudio Joseph Villars. Andres Almonester certifies that in the Governor General's Court, before him as escribano, on March 4th of the present year, a suit was begun by Francisca Petit de Coulange, widow of Colonel Pedro de Villemont and of Captain Francisco Boulligny for his wife, Maria Luisa Dorverville (Dauberville), which resulted in a writ of execution against Villars in favor of the two plaintiffs for the seizure of all his property. When the sheriff went to notify the debtor and make the attachment he found that he was on the other side of the river, a distance of three-quarters of a league away. In order to make the inventory the necessary officials left the city and went to this plantation, but they were opposed and not permitted to accomplish what they set out to do.

Thereupon Governor Unzaga went to the Royal and Military prison accompanied by the Assessor General, the Interpreter, Jacinto Panis, and the Escribano, Andres Almonester, to take Villars' "confession." In answer to questions put to him he said his name is Joseph Villars, aged 56 years, a resident of this Province, and a widower. That Jacinto Panis had arrested him on an order from His Excellency because he had not recognized the Ministers of Justice when they came to make an inventory at his plantation. He was asked how he could presume to say he did not know the ministers when all residents ought to know the Judges and Ministers as a good, orderly government requires? He answered to take the property of an individual is so delicate it needs an order from the Governor. As he has already declared, he did not know the Ministers, as he had been in the city only a few times and when he did go, on these occasions he had no transactions with them, so as to have become acquainted.

He was asked that was he not advised by an officer commissioned by His Excellency that the object of the commission was only to ascertain what property he owned, this inventory to be made at the request of his creditors among whom were his two sons-in-law, representing their wives, his own two daughters? He said that this is true but not having known the Ministers he refused entrance to all and that if he has sinned it was through ignorance and not by volition.

He was asked how he could plead ignorance when all preparations had been made to close the house against the Ministers at the time of their arrival. The doors then open were closed expressly by one of his daughters. He received them in the country without the customary usages of politeness, giving them to understand in a most insulting way that he had taken the means to resist them, thus disregarding the decree taken by the Tribunal for the benefit of all. He said the doors of his house were closed by one of his daughters because the

sun was shining in one of the rooms where the clothes were being ironed. This was not in his lodgings because he lives farther up.

He was questioned as to how he could wish to convince the Court of the foregoing when in the letter he had written to His Excellency the same day he had made the contempt he had for the Ministers well understood, insulting them again, making them subject to ridicule (*capazes de chismes*) in carrying out an affair of their ministration. By his own acknowledgment he demanded that His Excellency should present himself to verify his signature. The interpreter read him this question word for word and he answered it was not his intention to insult any person but that he is not acquainted with the usages and customs of the Spanish Nation. It is not true to say he meant to make the officials ridiculous.

He was questioned whether he did not know that they had gone to make the inventories at the request of his creditors who had already begun action against him. He said he knew his children had asked to have an account rendered of what he owed them but he did not know about the inventories. Some time back his creditors had accorded him three years' extension and only eighteen months of this time had passed.

He was asked why he denied the truth under oath when it appears from the records of the proceedings that he was notified of the decree by a writ served on him by Pedro Bertoniére on August 16. He answered that he repeats what he has said, and that it is not true that Bertoniére had notified him of any decree. The deputy sheriff went to make a seizure but he does not know any more.

He was asked if he did not know that it is unlawful to resist Justice and to dismiss its Ministers and that the Laws have established penalties more or less severe, according to the circumstances of the action? He said no, he did not know it and that if he had sinned it was through ignorance and not by volition.

At this point His Excellency ordered this proceeding suspended, to be continued whenever it should be suitable. His confession was read to Villars word for word and he said it was as he had made it. He affirmed and ratified it and said that he would always maintain that it was as he had been questioned. He signed with His Excellency, his Assessor and interpreter, to which the escribano attests. (Signed) Unzaga, Dor. Odoardo, Jacinto Panis, Joseph Villars. Before Andres Almonester. The record ends here.

Note: This case is resumed on May 10, 1773, under the title: "An incident in the main suit brought against Claudio Joseph Villars by his creditors," and again on May 29, 1773, "Jacobo Dubreuil and his Brothers to confirm them in the possession of some property."—L. L. P.

1771—October 9.

Maria Populus de St. Prothes
petitions to appoint **Leon-**
ardo Mazange her curator
ad bono and ad lites to
demand from her father
her rights, which he con-
tests.

No. 3954. 4 pp.

Court of Governor Unzaga.
Assessor, Cecilio Odoardo.
Escribano, Juan B. Garic.

man, who also qualifies. Unzaga, on Odoardo's advice, con-
firms the appointment of curatorship. Taxation of costs at 3
pesos, 3 reales, dated November 29, 1771.

Note: Across the cover is written in French: "Mr. Popu-
lus owes in all for the entire proceeds, 39 pesos, 5 reales."

October 18.

Thimoleon Chataubaudau
vs. Francisco La Chapelle.

No. 138. 138 pp.

Court of Governor Unzaga.
Assessor, Cecilio Odoardo.
Escribano, Andres
Almonester.

An indigo planter sues to
recover losses from his
lessor caused by incompe-
tent slaves included in his
lease and by extraordinary
expenses incurred in pro-
tecting the leased premises
from overflow through
defective levees.

the negroes continually occupied to close them up so as to
prevent the ruin of the entire plantation. He could not have
succeeded in closing the crevasse if it had not been for the help
he received from his neighbors. As it was he lost 40 arpents
planted in indigo and succeeded in saving only a little bit.
Besides, he lost all the other crops he had planted and the next
year was obliged to sell his negress and to mortgage another
which was the only one remaining to him in order to buy for
the negroes he had hired the provisions to feed them. The
first year of his lease he had the promise of a very good crop
of indigo but he trusted its manufacture to one of the negroes

Maria Joachim Populus, a minor
more than fourteen years, says
she finds it necessary to her inter-
ests to ask from her father the
estate which comes to her from
her deceased mother, Maria Joa-
chim Langlois. She prays that
Leonardo Mazange be appointed
to represent her. Unzaga grants
the appointment, ordering the
curator to accept, take oath and
give bond. Mazange qualifies,
giving Santiago Hallays as bonds-

Plaintiff sets forth that he has
been cheated and has suffered a
considerable loss through the
leasing of a plantation from the
defendant, acting as testamen-
tary executor of the late Juan B.
Prevost. He does not mean to
claim that it was by intention,
but was brought about on ac-
count of the bad condition in
which he found the property
when it was turned over to him.
He was obliged to repair the road
or the levee for more than three
months. Notwithstanding all this
labor, when the river rose to an
extraordinary height this year, it
caused many cracks and breaks
to appear in the levee, which kept

turned over to him in the lease as an expert in that line, who caused him to lose all his first cut. In the third place there was a frost in the first days of October. There were also delivered to him in the lease as good laborers many negroes who were incapable of working because of their ages and infirmities. They were an expense to him for food and medicines. Among them was a negress, Combá, who died of an incurable malady which she had before the lease. This plantation has cost him 900 pesos to put in condition to make a crop, for which he still owes a part, having paid for the rest with his slaves and other property which he has sold. He stands now with his labor, slaves and chattels lost. He has in his care a wife and five children with no other recourse than a just indemnity which he hopes to collect. He prays that La Chapelle pay him an indemnity of 1200 pesos for the lease he holds in order to reduce what he owes. Defendant contests the plaintiff's demands, so the case goes on trial.

After all witnesses are heard, Unzaga, on Odoardo's advice, decides as follows; after reviewing the record. His Excellency says he must and does declare that Thimoleon, Chevalier de Chataubaudau has proven his "intention" and Francisco La Chapelle his "exceptions" which will be explained, to-wit: The sixty slaves comprised in the lease have been verified according to the written instrument presented. The negress, Combá, was ill of a chronic disease before the lease and was therefore unserviceable. His Excellency ordered that she be deducted from the price of the rent for two years at the rate of $1\frac{1}{2}$ reales a day. During the last year it has been proven that the overflow of the river at that point was both violent and extraordinary, the rent for that period will be reduced by one-half. In consequence whereof he must and does declare the claims for indemnification (indegnisacion?) of Chataubaudau without place (in law) for the rest of the expenses for the reparation of the levees, food and cure of the sick slaves. These claims are contrary to the stipulations of the lease and the customs of the Province. It would have been much easier to have made the claim for Combá's illness at the time so that she be deducted from the number contained in the lease or to have been returned to her master to have him take charge of her cure. This negligence does not merit the equity the plaintiff has demanded. This is His Excellency's definitive sentence without special condemnation as to costs. Taxation of said costs dated July 30, 1772, Chataubaudau to pay 76 pesos, $3\frac{1}{2}$ reales. Francisco La Chapelle to pay 89 pesos, $4\frac{1}{2}$ reales.

1771—November 11.

Thomas Poree petitions for permission to advertise for the lease of a house belonging to the Cazelar minors.

No. 3949. 3 pp.

Court of Governor Unzaga.

Assessor, Cecilio Odoardo.

Escribano, Juan B. Garic.

lease when offered at public auction is bid in by Carlos Rimbault for one year at 27 hard pesos for that time. Taxation of costs at 10 pesos, 7 reales.

Plaintiff, as curator, sets forth that the two-year lease on the house on "Delphina" Street, belonging to his minors, will expire at the end of the present month. He prays to have a new lease publicly called with the condition that the lessee pay all costs. Unzaga orders these calls made on the following Monday. The

auction is bid in by Carlos Rimbault for that time. Taxation of

November 14.

Claudio Triere vs. Bernardo Chaubet.

No. 3920. 10 pp.

Court of Alcalde Forstall.

No Assessor.

Escribano, Juan B. Garic.

To collect notes and bills.

Plaintiff claims a debt of 155 livres, 17 sols, 6 deniers from the defendant, a wig-maker, who was in the country and had to be summoned. He acknowledges and pays the debt. Costs taxed November 26, 1771, at 7 pesos, 4 reales.

November 14.

Claudio Triere vs. Bernardo Bernudy.

No. 3972. 18 pp.

Courts of Alcaldes Forstall and Amelot.

Assessor, Cecilio Odoardo.

Escribano, Juan B. Garic.

To collect notes and bills.

the costs are taxed at 21 pesos, 4 reales.

Plaintiff claims 104 livres, 7 sols from the defendant, who is on his plantation and has to be summoned. He acknowledges his debt but does not pay. A writ of execution is issued against him and when the sheriff goes to his house to make the seizure he consents to the settlement of his obligation. He pays his debt and

November 19.

Nicolas Legrand, tutor to the Gourdones minors, petitions for permission to sell their property.

No. 159. 10 pp.

Court of Governor Unzaga.

Assessor, Cecilio Odoardo.

Escribano, Andres

Almonester.

roads and fences. He prays that it be judicially sold and the proceeds applied to better use in the minors' favor. Unzaga orders La Grand to present his credentials and also to call

Nicolas Le Grand, Chevalier de Bellevue of the Order of the Spur (Orden de la Espuela), brother-in-law and tutor to the Gourdones or Gourdon minors, states that they own a very small house at the German Coast which brings them no revenue as there is no one there but an old negress and, on the contrary, is a great expense to them to keep up the

witnesses so that they may testify to the utility of the sale.

The plaintiff presents a copy of his appointment to tutorship by the late Superior Council, Foucault acting as "Ordonateur," by which he was appointed tutor to the Gourdon minors. This act is dated February 13, 1769.

Pedro Cadiz, Antonio Blanc and Miguel Frilous Saint Loy (Elois) as witnesses, each one in a separate declaration states that the sale of the property would be advantageous to the minors. Unzaga, on Odoardo's advice, authorizes the sale. The tutor being called upon to give bond for the security for the amount produced and until he has done so the Commander of the Post of the German Coast must retain these funds in his possession. The record ends here.

1771—November 19.

Anna Testas vs.

Mr. Dutisne.

No. 3971. 3 pp.

Court of Governor Unzaga.

Assessor, Cecilio Odoardo.

Escribano, Juan B. Garic.

To collect a bill.

this decree included in the despatch. The record ends here.

Plaintiff presents her bill and says the defendant, who is Commander at the Post of Bayougoulas, owes her 200 livres, 15 sols, and prays that a despatch be issued and sent to him to verify the debt. Unzaga, on Odoardo's advice, grants the petition, ordering a copy of the original bill, the foregoing petition, together with

December 2.

Bernardo Auson (Ososon)

vs. Patricio de Frias.

No. 3948. 64 pp.

Courts of Alcaldes Forstall

and Amelot and Alferez

Real de Reggio.

Assessor, Cecilio Odoardo.

Escribano, Juan B. Garic.

To reclaim for an under-measurement of wine.

14½ barrels, the defendant having so declared them in the presence of Jacob Lavergne, and Juan Audisio, Sergeant of Militia. These half hogsheads having been measured by three coopers were found to lack 2¼ barrels. He prays that the witnesses mentioned above be examined upon what he has just stated and that the wine be again measured by other coopers and if the full quantity is not found to order the defendant to deliver to him the amount lacking, claiming for same an indemnity of 72 pesos. The defendant contests the claim and the case goes to trial. After examining all the records of the case

Plaintiff sets forth that the defendant sold him four half hogsheads of Havana brandy. Three of these, together with one of Madeira he sold as each containing three and one-half barrels of Havana and the other half hogshead, "the one with iron hoops," he sold as containing four ordinary barrels of Havana, making in all 14½ barrels. He has received the above said half hogsheads and paid for them at the value of

Alcalde de Reggio, on Odoardo's advice, decrees: He considers the "exceptions" of the defendant as well proven and the "intentions" of the plaintiff as non-proven, he therefore condemns him to perpetual silence and to the payment of all costs with the exception of those for the escribano's proceedings. A taxation of costs must be made including 6 pesos assessor's fees for this definitive judgment. Taxation October 3, 1772, at 72 pesos, 3 reales. (The costs exceeded plaintiff's claims.)

1771—December 2

Succession of Jacobo Desautels, called Lapointe, on the petition of his wife, Ana Rocancour, and his testamentary executor, Nicolas Lamonthe.

No. 3978. 318 pp.

Courts of Governors Unzaga and Galvez.

Assessor, Cecilio Odoardo.

Escribano, Juan B. Garic.

born subsequent to the will). He names his wife tutrix and guardian of the estate and his brother-in-law, Nicolas Lamothe, as Testamentary Executor. The will is dated October 28, 1771, and witnessed by Pedro Songy, Juan B. Poeyfarre, Louis Liotau and Santiago Hallays.

Anna Stephen, called Roquencourt, widow of Jacobo Desautels or Santiago Deshotels, presents her husband's will wherein he states that he is a resident of Pointe Coupee, born in Montreal, Canada, Parish of St. Francis, son of Pedro Desautels and Angelica de Vemar. He leaves a widow and five minor children, two girls and three boys, namely: Jacobo, aged 10, Nicolas 8, Angelica 6, Adriana 5, Antonio 4, (Eulalia,

A clause in the will reads: "I give and bequeath to my son, Nicolas Desautels, 36 head of cattle, four ponies and one negro; should this slave die he must be replaced by another negro. It is my will that I give to this child more than to my other children because he is deprived of sight and is entirely blind. For this reason it will be impossible for him to look out for himself and to work as the others will be able to do. It is on this account alone that I leave him more than to my other children. This bequest is independent of the part which will come to him in the equal partition of my property among my other children and for this purpose all contrary laws and those in general are waived under which it is prohibited."

The widow prays that Balthazard de Villiers, Commander of the Port of Pointe Coupee, be ordered to make an inventory of her husband's property and transmit the record of it to the escribano so that she may give her account to this Tribunal. This is granted and Balthazard de Villiers makes the inventory. The Court appoints Lenoardo Mazange as Curator to the minors, who qualifies, giving as his bondsman Pedro Ignacius Cowley, who also qualifies.

Mrs. Desautels presents her account and sworn statement, filing with it the vouchers and a certified copy of her marriage

contract, dated, Pointe Coupee, April 28, 1755. This agreement is between Santiago (Jacques) Desautels, son of Pierre Desautels, and Angelique Devegues, or de Veman, and Anne Stephen, daughter of Jean Stephen and Anne Francoise Roland. The witnesses for the groom are Louis Renaud Duval, Joseph Le Fleur, and for the bride are her parents, Antonio Farraqui, Nicolas Bordelon, her brother, Henry Gerard and Antoine Patin. Signed in the original before Chevalier Benoit, Notary.

Note: Desautels at the time of his death was tutor for Jean Pierre and Francois Le Doux, children of Pierre Le Doux and Anne Cecille Rondeau. Antoine Bordelon, acting curator, asks for the emancipation of Jean Pierre and a new tutor for Francois. The widow's account and sworn statement of her administration of her husband's estate is protested by the curator, who further asks for an appraisement of the dairy farm, live stock and negroes at Opelousas and prays for a despatch to be issued and sent to Fusilier de la Claire, Commander there, to that effect. This contestation is ordered sent to Mrs. Desautels. As the tutrix and curator can not come to an agreement, the case is ordered to go on trial.

By October 27, 1773, Mrs. Desautels has contracted a second marriage with Enemond Meullion and has died. There is on file a copy of her new marriage contract, dated Pointe Coupee, September 3, 1773, between Enemond Meullion, native of Moyraur in Dauphine, son of Enemond Meullion and Claudine Barral and Mrs. Anne Stephen, native of Pointe Coupee, daughter of Jean Stephen, called Roquencourt, and Dame Anne Francois Roland, Anne Stephen being the widow by her first marriage of Jacques Desautels, called Lapointe. The witnesses for the groom were Arnault Dubertrand and Jean Baptiste Tounoir and for the bride her father and Antoine Bordelon, her half-brother.

Her will is dated September 14, 1773; therein she names her children as Jacques, Nicolas Antoine, Angelique, Perrine (Adriana) and Eualie.

A new inventory is made of the Desautels property at Pointe Coupee, August 31, 1773, and on December 1, 1773, Antonio Bordelon, as testamentary executor for his half-sister's estate, sets forth that besides the share that comes to the Desautels minors, there is also 760 pesos belonging to the Le Doux minors that was in Mrs. Desautels' care. He is guardian of the Le Doux property as will appear from an instrument executed at Pointe Coupee which he forgot to bring along to the city. He names Francisco Broutin his attorney and asks to have the Roquencourt succession wound up.

January 21, 1774, Leonardo Mazagne as curator for the Desautels minors in the testate succession of their mother, asks to have the children's property called for public sale. As this property is scattered about the colony he asks to have the

Commander of the Post of Pointe Coupee send the movable property to the city and to authorize him to sell the immovable property and transmit the records of the sale, depositing the proceeds with the guardian of the estate. He also asks that a despatch be issued authorizing the Commander at Opelousas to sell the dairy farm and slave there belonging to Nicolas and Santiago Desautels. Petitions granted and the despatches issued and sent.

March 7, 1774, Enemond Meullion as step-father to the Desautels minors, states that an inventory and valuation has been made of their parents' estates and that there are no funds to maintain and educate them. He asks to take over their property on his own account adjudicating it to him at the price of its appraisement under bond on the condition that he deliver to each one of the said minors the part which will come to him at the time of the division. This is sent to the other parties, who consent to the adjudication to Meullion on the conditions set down by him. Unzaga rules that with the consent of all parties he adjudicates to Enemond Meullion at the price of its appraisement, all property inventories in the successions of Santiago Desautels and Anna Stephen Roquencourt under the conditions stipulated by the said Meullion in his petition. Despatches are ordered revoked which were issued to the Commanders of Pointe Coupee and Opelousas, thus suspending the sale of all property found in their jurisdiction which had been previously ordered disposed of and instead to place all such property in Meullion's hands. A marginal note states that the two despatches to the two Commanders above named have been issued and sent.

In due course of time Enemond Meullion gives an account and sworn statement of his administration, together with the vouchers, bills, notes, etc., either due to or by the successions. The amount due the Le Doux minors and which should have been paid November, 1773, amounted to 2481 livres, 3 sols, 9 deniers in piastres gourdes. For the payment of this sum Mrs. Desautels gave a mortgage on her movable and immovable property. The account rendered by Meullion is contested by Mazange, the children's curator.

Finally, on December 2, 1776, Unzaga, on Odoardo's advice, renders the definitive sentence ordering Manuel Andres Lopez de Armesto, "Contador Judicial," to make the partition and tax costs. In the division each child receives 4054 pesos, 1 real, 30 maravedi, or 1530 pesos, 8½ reales, from the father's estate, and 657 pesos, 5 reales, 22 maravedi from the mother's. Nicolas, the blind son, receiving his special bequest over and above his share in his father's succession.

This definitive sentence and partition does not prove satisfactory, so the case is reopened June 2, 1777, before Bernardo de Galvez, Governor, by Enemond Meullion's protest and on

July 10, 1777, Galvez, on Odoardo's advice, orders the Commander at Pointe Coupee to take the declarations of all the creditors of the two estates so as to arrive at the proper estimate of just what amount remains to be divided among the heirs. This order is carried out before Charles de Grand Pre, Civil and Military Governor of Pointe Coupee, and the records of the proceedings are transmitted to the Court in New Orleans. A taxation is made of these later proceedings on December 9, 1777, at 8 pesos, 4½ reales. February 25, 1778, a new distribution and partition is made of each succession separately by the Contador Judicial. From the father's estate each one receives 1506 pesos, 7 reales, 27½ maravedi, and from the mother's, 567 pesos, 3 reales, 31 maravedi. Nicolas receives his extra bequest from his father's estate.

March 5, 1778, Enemond Meullion again expresses his dissatisfaction at Armesto's partition, and asks that Juan B. Garic be called upon to make the division. March 6, Leonardo Mazange, as curator, consents to having the statement of accounts and partition made by Garic instead of Armesto because of the former's knowledge of the French Language in which most of the records appear, and also of the French customs of the Colony. Galvez consents to the change and appoints Garic, who must first accept and take oath.

March 20, 1778, Enémond Meullion, and on the 21st, Leonardo Mazange, each in a separate petition, ask for the approval of the statement of accounts and partition made by the escribano and ask the Court to interpose its authority and judicial decree and also to order the parties to abide by this decision. This statement and partition made by the escribano, dated March 17, 1778, is as follows:

	Inheritance	p.	r.	m.
Santiago Desautels	Paternal	2144	13	9
	Maternal	2388	8	1—4533: 1:10
Nicolas Desautels	Paternal	2144	13	9
	Added bequest	1824	10	
	Maternal	2388	8	1—6357:11:10
Angelica Desautels	Paternal	2144	13	9
	Maternal	2388	8	1—4533: 1:10
Adriana Desautels	Paternal	2144	13	9
	Maternal	2388	8	1—4533: 1:10
Antonio Desautels	Paternal	2144	13	9
	Maternal	2388	8	1—4533: 1:10
Eualia Desautels	Paternal	2144	13	9
	Maternal	2388	8	1—4533: 1:10

Total.....29023 1

The record ends here.

1771—December 3.
**Intestate Succession of
 Juan Duvivier (de Vivier).**
 No. 136. 106 pp.
 Court of Governor Unzaga.
 Assessor, Cecilio Odoardo.
 Escribano, Andres
 Almonester.

The first thirty pages of this record are entirely obliterated, the document having been water-soaked. The lost part concerns the proceedings for the taking of the inventory of the estate in the Post of Natchitoches by Athanasio Mesieres, Commander there.

This inventory, transmitted to Governor Unzaga was made in French and thereafter translated into Spanish. The first legible entry is Unzaga's ruling that the necessary order be issued to sell at public auction all the effects left by the deceased, recording the full amount of the notes inventoried, and to transmit the funds from the sale together with everything appertaining to the affair to the General Receiver at his Capital. Let the present escribano receive the testimony of witness to be called who will be questioned as to the native country and family of the deceased, their evidence to be turned over to the Assessor. When this is done with the results obtained suitable provision will be made for the settlement of the succession.

The witnesses called are Luis Deverges San Lucas, Francisco Xavier Deverges Saint Sauveur and Pedro Deverges, each in a separate declaration, testified that they had heard it said that Juan De Vevier was born in Bayona (Bayonne), legitimate son of Mr. Devivier, Captain of Artillery, but that they did not know his mother's name (Therese de Moirie or Moyrie) nor to what family she belonged, but they knew that he had received letters from his father who is alive and residing at a place called Franche Conte, in the services of His Most Christian Majesty. They have always known him to be a bachelor without ever having been married in this city nor any other place nor had they ever heard of his having any children.

Nothing further is done until March 5, 1773, when Unzaga on Odoardo's advice, rules that the Commander at Natchitoches transmit to the General Receiver here the bills of exchange and all proceedings that took place under his jurisdiction, these will be added to this record. The said General Receiver will in his turn submit them to the Controller of the Royal Treasury. This decree is obeyed and on March 17, 1773, Joseph Ducros, Regidor Perpetuo and General Receiver, sets forth that Luis De Blanc and Dellissart Jouannir have delivered to him from the Commander of Natchitoches, 1783 Carrotes or adulllos of tobacco, 187 deer skins, 1 mountain cat (catamount), 8 chamois, 8 tanned buffalo hides (sibolo ? cibolo Mexican bull, apparently the bison), 9 cowhides, all belonging to the deceased de Vivier's estate. He asks that these be sold and to this effect he prays that a valuation be put upon them. He names as appraiser for his part Francisco Liotau. Unzaga, on Odoar-

do's advice, orders this sent to Antonio Joseph Aguiar, Contador Principal del Ejercito (Chief Paymaster of the Army) and Province of Louisiana, acting as Fiscal (Agent) of the Royal Treasury.

Aguiar, on April 9, 1773, sets forth that for the spirit of law treating upon intestate property (*bienes abintestato*) to have effect may it please "Your Excellency" to order that since there is no fixed Judge (*Juez determinado*) empowered to act who is versed in affairs of this kind, the pelts and tobacco now in the hands of the General Receiver be put in the Royal warehouses so that their appraisement may be made by experts so that they may be called for public sale and turned over to the highest bidder, as the pelts are subject to deterioration. The funds realized from this said sale together with what has already been obtained from the sale in Natchitoches made by order of Governor Unzaga and all the rest of the de Vivier property be put in the Royal Coffers until the verification of the existence of legitimate heirs of the deceased who will either present themselves or else be represented by procurations and at the request of these interested parties the funds will be turned over to the rightful owners. Upon this petition Unzaga, on Odoardo's advice, rules: "Put all effects left by De Vivier now with the General Receiver, in the Royal warehouses, together with the products of the things already sold. Among the assets there appear various obligations; let these also be called for sale, but before this said sale is made; let Francisco Liotau make an appraisement; previous to doing so he must accept and take oath to make this appraisement faithfully and well." Liotau qualifies.

April 8, 1773, Carlos de la Chaise, guard of the Royal warehouses, declares that Joseph Ducros, General Receiver, has turned over to him tobacco and hides remitted from Natchitoches, left by De Vivier. Liotau makes the appraisement which is verified before Aguiar. The tobacco and pelts are offered for sale at public auction. The 1783 carottes of tobacco are sold to Julian Vienné for 7½ sols a pound and the pelts to Francisco Belleville for 93 pesos cash. The two purchasers present themselves at the Royal warehouses to receive from Aguiar the tobacco and hides. Martin Navarro certifies that there have been deposited with him 585 pesos, 4 reales in silver, resulting from the sale of the effects left by Juan De Vivier.

Written on the stamped paper of Spain, dated July 16, 1772, is the procuration of Pedro de Vivier of the Artillery Guard, who appeared before Notary Capdeville Delage in the city of Bayonne, France, and as heir by law of his son (Juan) Francisco de Vivier, who died in Louisiana, appoints as his agent Juan Rodulfo de Brounner, Commander of the German Troops of Louisiana, to represent him in the settlement of his

son's succession, and to receive from the proper authorities what should come to him. This procuration is duly recorded in Bayonne and sent to Madrid where it was translated from French to Spanish by Eugenio de Benavides on September 11, 1772. This procuration is duly presented by Juan Rodolfo de Brounner on July 2, 1772, who asks that there be delivered to him all the papers, money and effects produced by the de Vivier succession. This request is ordered sent to the Contador Real.

September 22, 1773, Santiago Lepine presents a note and claims from the estate 101 pounds of coffee together with a debt of 9 pesos as will appear from the sale of the coffee at Natchitoches for 40 pesos, 3 reales, which, added to the 9 pesos, totals 49 pesos, 3 reales. He asks to be paid from the funds of the succession within a short space of time. He authorizes Lenoard Mazange to make the collection and write a receipt for same.

October 2, 1773, Martin Navarro, acting Treasurer of the Royal Treasury, having the functions of "Fiscal," states that the agent for Juan de Vivier's heir has asked to have the property of the deceased turned over to him. He prays that it will be understood that the demands of the creditors must be taken into consideration by the said agent who takes over the estate. Unzaga, on Odoardo's advice, rules that with the consent of the Contador, let the de Vivier property be delivered to the agent of the heir, but before doing so collect the costs of the case which must be taxed by the present escribano, including 20 reales assessor's fees for this decree.

Juan Rodolfo Brounner signs two receipts, the first dated October 6, in the presence of Joseph Villavaño, Juan Antonio Gayarre and Lorenzo Suriague, for 585 pesos, 4 reales, for the funds derived from the sale of the pelts. This amount was received from Martin Navarro. The second, signed on the same date in the presence of Henrique Desprez, Salomon Malline and Esteban Quinones, witnesses, to the effect that he has received from Joseph Ducros, General Receiver, the bills of exchange, the full amount in effective money amounting to 3203 livres, and likewise all notes, letters and the rest of the papers inventoried in this succession.

October 7, 1773, Juan La Fitte Cadet presents two notes signed by De Vivier dated June 18 and 20 of 1771, respectively, for 510 livres, which he claims from the estate. This is sent to Brounner. Taxation of costs at 70 pesos, 6½ reales, October 7, 1773.

May 4, 1774, Leonardo Mazange presents the death certificate dated September 28, 1772, of Pierre de Vivier, Guard of Artillery at the Chateau, husband of Theresa de Moirie or Moyrie, and also her procuration appointing Francisco La Caze, a surgeon of Bayonne, to represent her interests. Dr. La Caze

in turn transfers this power of attorney to Leonardo Mazange who prays that Rodulfo Brouner be ordered to deliver the deceased de Vivier's property over to him as agent for his mother, the father having died, as will appear from the certificate presented. He also asks that he give an account of the legitimate expenses. The Court orders Juan Rodulfo Brouner to render an account of the de Vivier succession to Theresa Moyrie's agent within eight days.

July 7, 1774, de Brouner gives a statement of the amounts disbursed for the succession amounting to 226 pesos, 1 real. This is not satisfactory and on July 16, Mrs. de Vivier's attorney sets forth that before contesting this statement he asks for the instruments, accounts, notes and vouchers mentioned in the inventory and that within a short space of time Brouner surrender to him the 1000 pesos which he acknowledges he holds in his possession. He also asks that he be ordered to employ an attorney who can be treated with in this suit and with whom an agreement can be entered into, thus obviating the abuses which may be occasioned through fault of one. Unzaga, on Odoardo's advice, orders Brouner to comply with the foregoing petition within three days.

July 28, 1774, Rodulfo Brouner presents the vouchers, notes, receipts, bills of lading, bills of exchange, private letters from Mr. and Mrs. de Vivier of Bayonne, France, to their son in Natchitoches, etc., and says that he has been notified of the Court's decree to render an account and surrender the property in his charge within eight days. It is not possible to comply with this order. He was only able to collect a part of the debts due the estate. The 1000 pesos has been put out at 7% interest and would require time to recall it. He asks for an allowance of 18 months to make the required settlement. This is sent to Mrs. de Vivier's attorney, who opposes his argument and on August 1, he reiterates his plea to have surrendered to him all the property and funds that should come to her resulting from the sale of her son's succession.

Nothing further is done until July 22, 1776, when Mrs. de Vivier prays that the notes belonging to her son's succession be delivered to her so that she may make collections and that the Commander of Natchitoches who also holds notes, be authorized to collect them for her. The necessary despatch is issued and sent. On July 23, 1776, before Escribano Andres Almonester, Mazange, as Mrs. de Vivier's attorney and agent, signs a receipt for the above said notes.

1771—December 11.

Antonio St. Anne vs.

Juan Lionnais.

No. 3969. 7 pp.

Court of Governor Unzaga.

Assessor, Cecilio Odoardo.

Escribano, Juan B. Garic.

To collect a note.

Plaintiff claims 208 livres, 13 sols on a note and prays for its verification. The debt having been acknowledged, he prays for execution. December 23, the defendant states that he has paid his note and asks the return of the originals. Granted. Costs taxed at 8 pesos.

MISCELLANEOUS DOCUMENTS, 1771

**Miscellaneous Documents
bound together in one folio
dated July 20, 1771.**

The documents hereinafter indexed comprise a miscellaneous collection of acts, transfers, inventories, marine protests, etc.,

bound in one folio extending in point of time from 1771 to 1779, with one dated 1761.

There is no note or memo to show why they were thus thrown together, nor why they should have been assigned to 1771. They are not in chronological order and it is not possible at this time, and perhaps not advisable, to separate and assign them to the years where they apparently belong.

We have concluded to enter them here under the year 1771 and as of the first date appearing on the folio volume.

Page 1.

1771—July 20.

**Sale of undivided share in
an estate.**

Inventory. De Verges, De
Reggio, Ducros.

No. 10829, 100099, 100100.
French.

Before Garic, Notary, Francois Drouart transfers to Francisco Broutin all rights and actions belonging to him in the succession of his paternal uncle, Claude Drouart, Notary. The vendor is heir to one-third part conjointly with his sister, Alexise Henriette Drouart, wife of Jean Baptiste

Paul Gentil de Saint Ange, through the representation of their father, Louis Drouart. This sale of a share of the estate is made for 6477 livres, 14 sols, 1 denier, in silver Louis. The money was paid and the transfer made. Signed: Francois Drouart, Fr. Broutin, in the presence of Bernard Auricoste, Louis Liotau and Louis Populus, witnesses.

Page 2.

1771—September 27.

**Sale of an interest in an
estate.**

No. 10830, 100101, 100103.
French.

Before Garic, Notary, Francois Broutin transfers the interest in the Drouart estate that he acquired in the foregoing act, to Louis Boisdoré, Master in Surgery, for the same amount in like specie and under the usual con-

ditions. Signed: Francesco Broutin, Louis Boisdoré. Witnesses: Louis Populus, Charles de la Tour, Louis Liotau.

Page 4.
1771—October 12.
Sale of an interest in an estate.
No. 10831, 100104, 100107.
French.

amount in the specie previously specified. Signed: Boisdoré and Dionisio Braud. The witnesses, who do not sign, are Nicolas Sardé and Louis Liotau.

Before Garic, Notary, Louis Boisdoré, Master in Surgery, transfers his interest in the Drouart estate which he has taken over from Francisco Broutin, to Denis Braud, Regidor Perpetuo, under the same conditions for a like

Page 6.
1772—March 10.
Examination of fugitive slaves.
No. 10832, 100108, 100112.
Spanish.

crimes they have committed, putting the necessary questions to them. The two negroes, Bobo and Jacobo, under oath, answer the questions put to them and their declarations are signed by Pedro Francisco de Vezin and Juan B. Garic.

Pedro Francisco Olivier de Vezin, Alcalde Provincial, reports that he has sent to the prison of this city two fugitive negro slaves, where they have been held for some time. He orders the escribano to examine them on the

Page 9.
1773—January 13.
Maxent creditors enter into a new agreement for extension of time to pay debts.
No. 10833, 100113-100116.
French.

to execute this liquidation because of lack of business and the lethargy into which everything in the colony has fallen. He asks that his creditors give him a further extension of four years, agreeing to pay to each one every year a quarter part of his debt and that his first agreement be declared null and void. For the fulfillment of this new contract he gives a mortgage on all his present and future property. This is signed by Maxent in the presence of Louis Liotau, Nicolas Fromentin and Pierre Bertoniere. The creditors signing are: Henri Voix, Cavalier, Duforest, for Duplessis, Soubie for Chalon, Mr. Pelle, L. Mazange, Cadiz, J. La Fitte, Jr., B. Macnemara, Brazatte. All sign and agree to an extension of four years on conditions laid down by Maxent, providing Mrs. Maxent obligates herself together with her husband to the mortgage given.

Before Juan B. Garic, Notary, Gilbert Antonio Maxent, Captain in the Armies for His Majesty, says that on February 22, 1771, he obtained an extension of three years from his creditors to liquidate his debts under Jean Soubie's syndicate. It has been impossible

Page 11.

1773—July 20.

The owners partition a large slave family and emancipate the mother of the same as a reward for procuring it.
No. 10834, 100117.
French.

Mr. Villars, Jr., Mr. and Mrs. Fleuriau, and Mr. and Mrs. Trudeau arrange for the division of the slaves Catin and Catherine and their children in accordance with the marriage contract of their mother and mother-in-law. To Catin for her good services to their deceased mother, and in consideration of the large family she has raised grant her her freedom and will order the act of emancipation executed as soon as possible. The others have been arranged in three lots. Mr. Villars, Jr., will receive Pierre, aged about 18, Pelagie, 12, Josephine, 9, Rosalie, 8. Mr. Fleuriau will receive Jeanne, aged 20, Catherine, 30, with Rosette, her infant daughter, and her son, Mathurin, 4, and Hyacinte, 14. Mr. Trudeau will receive Charlotte, 18, Francois, 24, Baptiste, 28, and Caladon, 6. All parties declare themselves satisfied with the division and agree to abide by it. Signed: Villars, Trudeau, Fleuriau, Villars-Trudeau, Villars-Fleuriau. Witnesses: Pierre St. Pe and Toutant Beauregard.

Page 12.

1775—April 3.

Petition of a priest to emancipate a slave owned by him.
No. 10835, 100118.
Spanish.

To Governor General Unzaga, Father Barnabé, Capuchin Missionary and Pastor of the Parish of St. Charles of the German Coast, sets forth that he has a negress named Maria, bought from Captain Antonio Maxent. She wishes her freedom and has offered to repay the 300 pesos which was the price he paid for herself and daughter, Carlota, aged 2. For the benefit she has been to him during the time she was in his services he consents to give her and her child their liberty. He prays that some notary be ordered to draw up the necessary act of emancipation. Unzaga rules: "As it is prayed."

Page 13.

1775—June 26.

Petition of a priest to emancipate his slaves.
No. 10836, 100119.
Spanish.

To Governor General Unzaga, Father Barnabé states that he owns three slaves named Raphael, aged 15; Barnabé, 10 and Theodore, 8. He wishes to free them before his death or departure for France because of their fidelity and good services. He asks that a notary be ordered to draw up the necessary act of emancipation. Unzaga rules: "As it is prayed."

To Governor General Unzaga, Father Barnabé, Capuchin Missionary and Pastor of the Parish of St. Charles of the German Coast, sets forth that he has a negress named Maria, bought from Captain Antonio Maxent.

To Governor General Unzaga, Father Barnabé states that he owns three slaves named Raphael, aged 15; Barnabé, 10 and Theodore, 8. He wishes to free them before his death or departure for France because of their fidelity

Page 14.

1775—August 18.

**Declaration of witnesses
establishing marriage during
French period.**

No. 10837, 100120-100121.
French.

Before Notary Garic appeared Joseph Duplessis, Chevalier of St. Louis, Captain of the Army Joseph Adrian de la Place, former member of the Superior Council, Francois de la Mazilliers, former Captain, and Pierre De Verges, former Lieutenant of Infantry, all residents of the city, who declare that they know perfectly well that Vincent Guillaume Le Senechal Dauberville, Commissioner of the Marine and Ordonnateur of this Province, at about the beginning of February, 1747, contracted marriage with Dame Francoise Petit de Livillier de Coulange and that he died in this city in 1757, leaving two daughters by this marriage, namely, Marie Louise and Celeste le Senechal Dauberville. Celeste died at the beginning of 1764 without heirs and in 1770 Marie Louise Dauberville married Francisco de Bouligny. They know perfectly that she alone remains as the sole heir of the late Vincent Guillaume le Senechal Dauberville. They know equally well that after his death an inventory was made of his property and that a family meeting was held to appoint a tutor for the two children. This declaration is made at the request of Mrs., the widow, Dauberville and Mr. de Bouligny. This is a certified copy and is signed by Garic, Notary.

Page 15.

1776—January 2.

**Inventory of a plantation
owned by minors.**

No. 10838, 100122-100128.
Spanish.

Honorato de la Chaise, Jr., Soubie, curator ad bono, Juan Bienvenu, Charles Poree, Louis Liotau, Pedro Henry Derneville, met at the Cazelar minors' plantation, situated a league and a half below the city on the other side of the river adjoined on one side by the property belonging to Thomas Poree's succession, and on the other by that of Luis Decallongne, to put Honorato de la Chaise in possession of the plantation and its contents which he has rented as will appear by notarial act dated December 28, last, all of which are now delivered to the lessee. Here follows an inventory of everything appertaining to the plantation, viz.: buildings, land, negroes, implements, poultry, cattle and sheep. Signed: Honorato Delachaise, Jn. Soubie, J. Bienvenu, Charles Poree, Louis Liotau.

Page 20.

1773—January 21.

Agreement settling an estate.

No. 10839, 100129-100131.

French.

ceased wife of de Launay. They make the following agreement among themselves on the advice of Joseph Ducros, Regidor, and Juan B. Garic, Escribano, whom they have asked to act as arbitrators.

1st. Le Blanc and Avart will pay to de Launay the 5000 livres preference legacy (*préciput*) stipulated in the marriage contract.

2nd. They will turn over to him the following slaves: Marie Joseph and her son, Leandre, Nanette, Mederique, Etienne, Angelique, Genevieve, Marie Therese, Marian Joseph and her son, Patoucos, Fanchon, mulattress and her son, Noel, Bartholemy, Josmino, infirm, Marie, his wife, blind. Big Francois, Zibie and Pomet. These properly belong to him in compensation for 32300 livres that he had as a dowry in the marriage contract.

3rd. He will be paid by the said heirs for "the child's part," which was accorded to him in his marriage contract on his wife's dowry and his preference legacy (*preciput*). The amounts are stipulated at 2500 livres and 833 livres.

4th. For the reparations and improvements made on the land of the said minors Mr. de Launay will be paid by Valentin Robert Avart 2500 livres.

4th. It is known among the parties that the title consists of 17 arpents which will be divided between Messrs. Le Blanc and Avart each receiving $8\frac{1}{2}$ arpents, the former those adjoining Mr. de Clouet's, the latter those adjoining Mr. Dubord. Signed: De Launay, Le Blanc, Avart, Chevalier De Clouet, Ducros, Garic.

Page 19.

1774—June 22.

Receipt by a free negress for legacy.

No. 10840, 100132-100133.

Spanish.

her and hereby grants her formal receipt in the presence of Francisco Ca(minada) Pedro Cowley and Louis Liotau, witnesses.

Before Garic, Notary, appear Louis Piot de Launay, Louis Le-Blanc, and Valentin Robert Avart, to arrange for the rights which they have in the succession of Jeanne Joseph Piquery, widow of the late Mr. Robert and de-

ceased wife of de Launay. They make the following agree-

ment among themselves on the advice of Joseph Ducros,

Regidor, and Juan B. Garic, Escribano, whom they have asked

to act as arbitrators.

1st. Le Blanc and Avart will pay to de Launay the 5000

livres preference legacy (*préciput*) stipulated in the marriage

contract.

2nd. They will turn over to him the following slaves:

Marie Joseph and her son, Leandre, Nanette, Mederique,

Etienne, Angelique, Genevieve, Marie Therese, Marian Joseph

and her son, Patoucos, Fanchon, mulattress and her son, Noel,

Bartholemy, Josmino, infirm, Marie, his wife, blind. Big Fran-

cois, Zibie and Pomet. These properly belong to him in com-

penetration for 32300 livres that he had as a dowry in the mar-

riage contract.

3rd. He will be paid by the said heirs for "the child's

part," which was accorded to him in his marriage contract on

his wife's dowry and his preference legacy (*preciput*). The

amounts are stipulated at 2500 livres and 833 livres.

4th. For the reparations and improvements made on the

land of the said minors Mr. de Launay will be paid by Valentin

Robert Avart 2500 livres.

4th. It is known among the parties that the title consists

of 17 arpents which will be divided between Messrs. Le Blanc

and Avart each receiving $8\frac{1}{2}$ arpents, the former those adjoining

Mr. de Clouet's, the latter those adjoining Mr. Dubord.

Signed: De Launay, Le Blanc, Avart, Chevalier De Clouet, Du-

cros, Garic.

Angelique, a free negress, de-

clares that in virtue of clause 4

in the will of Mr. Perrett, de-

ceased, dated February 7 of this

year, she has received from An-

tonio Mermillion, testamentary

executor, all things bequeathed to

her and hereby grants her formal receipt in the presence of

Francisco Ca(minada) Pedro Cowley and Louis Liotau, wit-

nesses.

Page 22.

1777—June 12.

Marine protest by captain against discharge.

No. 10841, 100134-100136.

Spanish.

Before Notary (supposedly Garic) and witnesses, appeared Andres Baxter, Captain of the ship "The Polie" (Polly) belonging to David Ross & Co., declaring that he was discharged from his ship without being told the reasons for his dismissal. Arbitrators were named to represent the interested parties and to pay him the remainder due him and to settle all outstanding accounts. The sentence passed by them was not signed by his representative because of its irregularity. The sentence was carried out notwithstanding and a written copy was sent to him to which he submitted with reservations as he could do nothing else if he wished to continue his voyage to his destination as per contract. According to the arbitrators' sentence he was paid much less than his just dues and was paid nothing in arrears for expenses incurred during the voyage after clearing from London. This above named sentence was executed by Alcalde Nicolas Forstall. On account of the annoyance he has suffered in this case through the forced abandonment of his goods, the loss he has sustained of the esteem and favorable opinion of the public which was his due in his capacity as Captain and above all the danger to his correspondents' affairs because of the compulsory execution of the arbitrators' sentence has caused him to protest for the first, second and third time, to prevent the passage of a sentence so prejudicial to him. He asks that it have no value nor effect and that its execution be withheld until he has been heard and judgment rendered in Court. This protest has been drawn up and witnessed by Francisco Caminada, Joseph de la Place and Luis Liotau. Signed: Andres Baxter.

Page 24.

1775—December 7.

Acknowledgment by heir of monies collected by him supplied against his inheritance.

No. 10842, 100137-100138.

French.

Francis Joseph Le Bretton Dorgenois acknowledges to hold in his possession 10,215 livres, 15 sols proceeding from a certain recovery he has made for the accounts of his father, Louis Cezaire Le Bretton, Honorary Counsellor of the Court of Moneys of Paris from a debt due by Mr. de Launay. This amount he retains to safeguard his rights in the succession of his deceased mother (Marguerite) Chauvin La Freniere for which amount he hereby renders his father a formal receipt and consents to the raising of the mortgage he has held on the lands of Basson and Charmeaux sold to Mr. de L'Hormet, who will reimburse his father for the 10215 livres, 15 sols. He also grants his general and special power of attorney to his father to ratify all that will be done. Signed:

Le Bretton D'Orgenois in the presence of Louis Liotau, Joseph Adrian de la Place, witnesses, and Garic, Notary.

Page 25.

1775—February 15.

Sale.

No. 10843, 100139-100141.
French.

Genevieve Bethmont, widow of Jacques Antonio Borne as sole heir of her deceased mother, Charlotte Delhormet, widow by her first marriage of Pierre Bethmont, transfers to Jacques Phil-

ippe Jacqueline the principal of 7200 livres subsidies established on the salt excise tax (constitué sur les aides et Gabelles) payable to the vendor's deceased mother, together with the arrears due or to fall due on 80 livres perpetual revenue (rentes) by act registered in the city of Paris. There has been a reduction of 288 livres on the original principal of 7200 livres under No. 107622, according to the new title passed before Messrs. Quintin and his Colleague, notaries of Paris, dated January 8, 1767. This revenue (rente) actually belongs to the vendor in virtue of the substitution made for the benefit of Charlotte Delhormet's children. This present sale is made for 2300 livres cash which the vendor acknowledges to have received. Done in the presence of Francois Broutin, Louis Liotau, witnesses. Signed Jacqueline Du Réy or Rés, Louis Liotau and Garic, Notary. Mrs. Borne did not sign as she could not write.

Page 27.

1773—June 3.

Sale of a Government obligation.

No. 10844, 100142-100144.
French.

Marie Joseph Soumande, daughter of Anne Marie Chapoux and Jean Paschal Soumande and widow of Jacques Michel de Rouville, transfers to Magdelaine Margerite Broutin, widow of Pierre Chevalier de la Ronde, 276

livres, 10 sols perpetual revenue (rente) on the capital at $2\frac{1}{2}\%$ on a 40-year purchase on 11060 the one half being 553 (0) livres perpetual revenue (rente) on the capital at $2\frac{1}{2}\%$ forty year purchase (de rente perpetuelle au Capital au Denier Quarante) of 221120 livres constituted for the benefit of "Dame" Anne Marie Chapoux, widow of Jean Paschal Soumande, on subsidies established on the salt excise tax by contract executed before Mr. Dona and his colleague who have charge of the minutes, notaries of Paris, dated July 24, 1721, of which 276 livres, 10 sols of income (rente) have been liquidated, reimbursable at $2\frac{1}{2}\%$ 40-year purchase (denier quarente), according to the certificate of the Chamber of Parliament of Paris, May 10, 1766, under No. 83427, in conformity to the minutes of the new title passed before Mr. Monette, Notary of Paris, August 1, 1766. This interest in the obligation comes to the vendor in consequence of a sentence of the Bureau of the city of Paris, April 8, 1758, as heir to one-half of her father's estate

who owned the total 553 livres. The widow de la Ronde grants her power of attorney to (name omitted) to ratify the transaction and to receive the arrears due or to fall due on the said perpetual revenue (rente). Signed: Marie Joseph Soumande, Widow de Rouville, Magdelaine Margerite Broutin, Widow de la Ronde. Witnesses: Louis Liotau and Pierre Bertoniere.

Page 29.

1776—December 30.

Marine protest concerning leak which appeared after vessel began voyage.

No. 10845, 100145-100148. French.

Pierre Labat, Captain of the Brigantine, "St. Jacques," Pierre Lecour, Master of the Crew, Pierre Lavagne, Joseph Frazelay or Hazelay, Carpenter, Antoine Bergere, Roger Richards, Berthelmay Robert, major and minor officers and sailors of the said

barge and Mr. Pomier, passenger, all put into port in this city, appearing before Notary Garic to declare that on the 25th of November last they arrived at "Passe a la Loutre" where they were held for 14 days. When the time seemed favorable to put to sea they raised the necessary sails and the pilot at the Balize came on board to take them through the passes. Before doing so he asked how many feet of water she drew and was told 11 feet. He answered that there was sufficient depth to pass. Unfortunately the ship grounded on a sand bar where it stopped an instant and then the wind carried it outside, where they furled the sails and examined the pumps, but as they did not find more water than usual they determined to continue on to their destination, which was Cap Francaise. When they reached the open sea it was necessary to man the pumps for two hours. On November 28, when they reached north latitude 26 degrees, 46 minutes, longitude 87 degrees, 13 minutes of the Meridian of Paris, they were obliged to abandon the pumps as the crew were worn out and without hope of exhausting the water. They were obliged to ask the Captain to make port so as to avoid greater danger. The Captain "vexed" at having to make a landing, went down between the decks with the carpenter to make an examination where they found water entering the boat with great "force and profusion" through a leak. The carpenter and one of the sailors went on the outside of the ship to see if it were possible to stop it up. This, too, proved a failure. Seeing that they could not abandon the pumps for one instant and that it would be dangerous to continue their voyage, they decided to put back to port. The foregoing declaration is the truth made before Notary Garic in the presence of Joseph Adrian de la Place, Louis Liotau, Nicolas Fromentin, witnesses. Signed: Pierre Labat, Pierre La Cour, Barthelemy Robert, Antoine Bergere, Pomier, Pierre Lavagne, Roger Richard.

Page 31.

1777—October 14.

**Contract of affreightment
for cargo of staves.**

No. 10846, 100149-100151.

French.

Jean B. Lombard, owner of the ship "La Mamei" (Mamie), moored to the wharf of this city for one part, and George David and Robert Ross, merchants of this city, for the other part, enter into a contract by which the

former agrees to take a cargo of stavewood and deliver it, weather permitting, within 15 days at "Teste Isle" to the consignee, loading and unloading charges included, for 17 piastres gourdes for each thousandweight of stavewood, 500 piastres gourdes paid in advance and the rest when the cargo will be discharged. This contract was executed before Notary Garic with Joseph Adrian de la Place and Louis Liotau, witnesses. It was made in duplicate and signed by both parties, viz: Jean B. Lonba (Lombard) and George David and Robert Ross. One copy is delivered to each of the contracting parties.

Page 33.

1777—July 21.

Declaration of credit on note.

No. 10847, 100152.

Spanish.

Joseph Chalon under oath declares that he made a note for 400 pesos in favor of Guillermo Furlon, to be paid out of his harvest but the said Furlon owes him 40 pesos, which reduces his note to

360 pesos. Signed: Joseph Chalon.

Page 34.

1778—February 17.

**Auction sale of real property
by Alcalde Dufossat at the
doors of the Casas
Capitulares.**

No. 10848, 100153-100154.

Spanish.

Guido Dufossat, Alcalde Ordinario of this city, standing in the doors of the "Casas Capitulares" in the presence of Salomon Mallin, empowered to act for the heirs of the deceased Carlos Darsenburg, ordered the sale of a piece of land with its brick pavilion belonging to these heirs, situated on Royal Street adjoining the properties of Mr. Rennes

and the succession of Santiago Cantrelle, consisting of 60 feet front and running back to Magdalena Margarita Broutin's fence. This property was offered at auction and Carlos de la Tour bid 640 pesos and as no other offer was made the deal was closed at that price. Signed: Carlos Latour and Dufossat.

Page 35.

1778—June 8.

**Marine protest concerning
deviation in voyage.**

No. 10849, 100155-100156.

French.

Guillaume Dubuisson, Captain of the ship, "St. Francis," and Narcisse Broutin, Second Captain and Pierre La Cour, declare that the said ship was loaded at Cap by Messrs. Poupet Brothers and sent to Louisiana with New England

as their destination. On the 15th of the same month at 9 o'clock in the morning, they passed Cape St. Anthony, Cuba, at a distance of about one league, where they directed their ship through the "Bahama Canal" (Channel?). The crew of the ship, consisting of seven men, presented themselves at the door of the Captain's room to notify him that they did not wish to go to New England, saying that they had been assured that there were two English frigates cruising around the Bahamas, one at the entrance and the other at the exit of the Canal, and they would undoubtedly be taken if sighted. With favorable winds at 6 o'clock of the same day, they continued their journey in the direction of Louisiana instead of going first to New England and arrived here in New Orleans on June 8. What they have declared is the truth. Signed: Narcisse Broutin, Guillermo Dubuisson, P. La Cour. (There is also the first draft of said protest prepared on board the "St. Francis.")

Page 36.

1778—November 2.

Marine protest by Captain Fortier against seizure of boat and cargo by the English authorities at Baton Rouge.

No. 10850, 100157-100159.
Spanish.

Before Garic and witnesses appeared Miguel Fortier, Captain of Artillery of the Militia, who declared that he had been notified that Mr. Lajanori, called Perthuis, ordered a boat sent from the Post of Arkansas for Captain of Infantry Balthazard de Villiers, Commander of the Post, and consigned to him (Fortier). Ac-

cording to the notices he has received, the boat was loaded with 28 scraped stag pelts, 30 the same with hair (unscraped), 120 pounds of deer skins with 30 barrels of apples. This said boat was under the command of Joseph Diberville, called Joson. Its non-arrival at the Capital has caused surprise, notices having been received that it was stopped and detained at His British Majesty's Post of Natchez. He wrote to Mr. Blommart, Justice of the Peace of that Post, who answered that it was true that the boat had been stopped and detained at Natchez and afterwards ordered to Pensacola. Fortier further declares that the boat detained belongs to Mr. Datchurut and that two negroes, Antonio, aged 37, native of Illinois, and a mulatto named "La Piedra" (The Stone) aged 24, were also detained as payment on certain sums of money that had been owed by Mr. Langlois for a long time, this debt proceeding from the sale of the said negroes. He goes on to state that the boat commanded by Mr. Diberville, called Joson, was sent from the Post of Arkansas with the passport and flag of Our King and all of its cargo was intended for our country. Taking into consideration that Their Majesties of Spain and Britain are at peace, he can not think it just that the boat should be detained. He prays the Governor General to give his attention to this

present declaration which he has made in conformity to law.
Signed: Michel Fortier, Son, Before Juan B. Garic, Notary.

Page 39.

1779—January 27.

Consent of parents to the marriage of their son in Paris.

No. 10851, 100162-100163.

French.

distinguished and honest and whose conduct has always been exact, regular and laudable and who has never been a source of anxiety to them. They hereby give their necessary and entire consent to his marriage with any such person as he might think proper and under such charges, clauses and conditions as he will judge to his best advantage. Signed: Francois Duplessis.

Before Jean B. Garic, Notary, appeared Francois Amiraud Duplessis, native of Diere, Diocese of Tours, and his wife, Santder, a native of this city, who declare that they have a son in France called Francois Duplessis, whom they have always known to be

Page 40.

1778—May 25.

Marine protest concerning insanity of Captain of St. Jacques.

No. 10852, 100164-100165.

French.

returned on board at the same time the guards, Messrs. Bienvenu and St. Martin, sent by the Governor to arrest and seize Captain Surget. The ship was tied up vis-a-vis to Mr. Raguet's house where the cargo was taken. When he went on board the boat seemed to him to be entirely loaded. It was not possible for him to go below but he thinks all the cargo was in conformity to the bill of lading. He opened two trunks in which he found "lais" of silver, among which were 11 containing 1000 piastres each. Two contained 300 piastres, and the fourth 101 piastres. He closed and locked the two trunks and put the key in his pocket. He also found a cash box which contained Mr. Surget's papers which he brought to the city and was opened at Mr. Surget's house in the presence of his wife. An inventory was made of the contents of the ship on June 23, 1778, by Messrs. Bienvenu Bathe (St. Martin), Surget and Grievmard. They likewise presented the proces-verbal of the visit they made to the ship signed Bienvenu, St. Martin and Grievmard. These two documents they asked to register in Notary Garic's office and at the request of Mr. Grievmard the originals are returned. Witnessed by Louis Liotau and Charles Fraichinet. Signed: Grievmard.

Before Notary Garic appeared Antonio Grievmard, merchant and ship owner, resident of this city, who declared that on the 23d of the present month he was notified that Pierre Surget, Captain of the ship "St. Jacques," owned by him, lapsed into insanity. He

Page 41.

1777—January 15.

Marine protest concerning return of La Dauphine to New Orleans by reason of leak that appeared after embarking.

No. 10853, 100166-100168.
French.

Before Notary Garic appeared Daniel Bricou, Captain of the schooner "La Dauphine" from Port au Prince, tied up at the wharf of this city, Jean Duveris, Crew-Master, Andre Conde, Jean Augrand, Maurice Louinneaux, Joseph Nicolas, Pierre Souliveaux, Jacques Ville Loger, all sailors from the schooner, who de-

clare that on January 1, as they were sailing by Jacques Robin's plantaion descending the river, all hands had to man the pumps as they found the boat was taking water. They succeeded in removing some of it but were obliged to tie up at Mr. Adam's place where they spent the night pumping. On the second day they set sail to continue their journey to the Passes. The crew did not wish to sail under present conditions. The Captain assured them there was no danger but they all replied with one voice that the boat was taking too much water. The Captain said that all those who did not wish to go to Port au Prince would be put ashore. All the sailors prepared to leave, there remaining only the Captain and Crew-Master to continue the voyage, so they were obliged to return to the city. Signed: Del. Bricou, Jacques Ville Loger, Jean B. Garic, Notary, in the presence of Joseph Adrien de la Place, Nicolas Fromantin, Louis Liotau, witnesses.

Page 43.

1770—February 5.

Report of arbitrators on valuation of land.

No., 100169.
French.

The undersigned arbitrators certify that they have seen and visited the land measuring 15 arpents, seized at "Camserbruler" (Cansebrusle) on the same side of the river as the city, adjoined below by Widow Arnoult's

property and above by Sainetellette, belonging to the succession of the deceased Widow Pierre Piquery and also to Widow Jeanne Fadet, here present. After they had seen and visited all with the consent of the heirs they valued the 15 arpents at 753 livres. Signed: Delille Dupard Son, Bijou or Bijon, Biron De Zanner, Delassize.

Page 44.

1777—June 5.

Marine protest against seizure of ship by an English frigate.

No. 10854, 100170-100171.
Spanish.

Before Notary Garic and witnesses appeared Edward Hammond, Captain of the ship "El Renomime" (The Renowned), belonging to George Profit, now in this city, who declares that on February 7 of this year he sailed from Jamaica on this same ship

with a passport from the board of the admiralty to go to Guarico. When he arrived there he made a contract to bring cargo to this river. He could not find enough sailors of his own nation to form a crew so he was obliged to take three Frenchmen as will appear from Mr. Doraison's certificate, who is English Interpreter at Guarico. Arriving at this River on May 21st, just past, The Renowned was arrested and made prisoner by order of Captain Thomas Davis, Commander of the frigate "The Diligence" of His British Majesty, without knowing the reason nor motive, the boat being taken he did not know where. Because of this molestation he was much delayed which prevented him from fulfilling his contract made in Guarico and was the cause of much damage to the boat, its cargo, consignees and owners. He has made a first, second and third protest against Davis for the losses sustained. Signed: Edward Hammond, in the presence of Joseph Adrien de la Place, Luis Liotau and Antonio Reboul, witnesses.

Page 45.

1761—September 18.

Deed of gift from father and mother to son.

No. 10855, 100172-100173.
French.

In the presence of Father Barnabé, Pastor of the Parish Church of St. Charles of the German Coast, Capuchin Missionary of Louisiana, and of Louis Falgout, Surgeon for the King, also of the German Coast, Jacob Oubre, Sr.,

and his wife, Anne Barbe Chauf, declare that they have freely given and ceded four arpents of land belonging to them, situated at the German Coast, above Lance, to Marie Joseph St. Yves, wife of Christophle Oubre Son in recognition of the good services rendered them in their old age (caducité). As neither Jacob Oubre nor his wife could sign, they made their ordinary mark. Father Barnabe and Louis Falgout both sign. On October 25, 1761, Darensbourg (Commander of the German Coast) approves the foregoing donation. Signed: Darensbourg.

Page 46.

1779—June 11.

Marine protest of Captain of English ship on desertion of his crew at New Orleans.

No. 10855, 100174-100176.
Spanish.

Before an unsigned Notary appeared Robert Nicholson, Captain of the ship "Live Oak," who declared that he arrived in New Orleans about a month ago with a crew of 27 men who had shipped from London with him. Having unloaded his cargo he wished to return for other freight. Certain

members of his crew landed, viz: William and Andrew Randal, brothers, Robert Elixon, John Macgee, Thomas Chipper, Thomas London, Christoval Cadman and Hugues Broder, who abandoned the ship and remain in the city. The others who stayed on board did not wish to return unless they were paid

the full wages that they had earned since their departure from London. When they were satisfied upon this point they helped to put the cargo on board. This required other hands to help which Nicholson obtained. When all the freight was loaded on board his sailors went ashore and have not appeared again on the ship. He has heard it said that they had "renegaded" and gone on board of a North American Frigate, so he determined to look for a new crew for return passage. Nicholson further declares that at the time of his arrival Charles Narf refused to obey him, using offensive and insolent words. As Captain he ordered him to be silent but he continued with the same audacity and boldness, so he was sent to prison. He has heard that he has landed grumbling and since then has not appeared on board. This declaration was made under oath on the Holy Evangelists in conformity to his Rite, in the presence of Joseph de la Place, Carlos Grifon and Joseph Charles Fraissinet, witnesses.

Page 48.

1777—January 25.

Marine protest concerning injuries to a ship which broke up the voyage.

No. 10856, 100177-100178.
Spanish.

Before Notary Garic appeared Estevan Pomier and Santiago Harris, former Captains of the Merchant Marine, Joseph Augevin and Luis Dorré, ship carpenters of this city, who say they were requested by Pedro Surgeay or Surgeais, perhaps Surget,

owner of the ship "The Santiago," to go visit the ship representing to them that it had grounded at the mouth of the river where it was taking much water. The crew did not wish to continue the voyage, and on the contrary insisted upon bringing the boat back up the river to the city where they have unloaded the cargo. The carpenters went on board and examined the boat from prow to stern and have repaired many foul parts. The ship had lost her parcelling, big ladder and the railings of her first bridge. It was necessary to change these railings. They concluded that the ship should not leave port without being caulked. This declaration was signed by Pomier and J. Harris, the two carpenters said they did not know how to write. Witnessed by Joseph Adrien de la Place, Luis Liotau, Ignacio Chalmet Dulinot (Chalmette de Linot).

Page 49.

1778—May 4.

Marine protest concerning drowning of a negro by falling overboard with the chains.

No. 10857, 100179-100180.
Spanish.

that the negro, Carlos, who was repairing the chains, had fallen overboard with them. They lowered a small boat and went all around the ship and made every effort to find him. The declarers did not sign as they did not know how to write. Witnessed by Luis Liotau, Carlos Fraissinet, and Luis Lesassier.

Before an unsigned Notary appeared Juan Pervais and Francisco Caulin under oath which they voluntarily gave, declared that while they were on board of a ship called "La Citoyenne" at about 2 o'clock of today they heard a great noise in the water and were made to understand

Page 50.

1779—March 31.

Marine protest concerning failure of master to deliver extra cordage and top sails.

No. 10858, 100181-100182.
French.

that Messrs. Dumas and Griomard (Diard and Grievmard) owners of the said vessel shipped on board various pieces of cordage and 40 top-sails which were to be used for rigging the ship in case they were needed and if not required during the voyage Mr. Surget was to sell them. They have full knowledge that they were not used on the ship nor were they turned over to Mr. Grievmard to whom the entire cargo was addressed. On the contrary, they have seen Surget sell two pieces to Mr. Rapieaud of Illinois and the rest were taken to Mr. Surget's house. This declaration was witnessed by Joseph Adrien de la Place, Louis Liotau and Etienne Vaugine de Nuismand. Signed: Pierre Papaud, Joseph Pinet could not write.

Before Notary Garic and witnesses appeared Joseph Pinet and Pierre Papaud, sailors of the ship "St. Jacques," Captain Pierre Surget, Master, which left Cap Francais on February 28, last, to come to this colony. They declare that they have full knowledge

Page 51.

1778—October 14.

Proces-verbal of public sale of slaves.

No., 100183-100184.
Spanish.

titioned under conditions stipulated, viz: that each purchaser will pay the price of purchase, as follows: one-third on December next and the other two-thirds within one year of date with a special mortgage on the slaves and full bond. In the meantime they will proceed to the sale of the slaves who have

Before Notary, unsigned, in virtue of the foregoing decree (not included) I, the escribano, in accordance with the commission conferred upon me, in the presence of Evan Jones, proceeded to sell the negroes as he has peti-

already been publicly called; first, Magdalena, aged 40, to Dominico Dunardin for 258 pesos, giving as his bondsman Santiago Porte, who signed. This document is signed: Domiquo Danadino.

Page 52.

1778—November 24.

**Certificate of conversation
with two persons regarding
sale of a mulatto.**

No. 10859, 100185.

French.

We, the undersigned, Mazagne and Blache, certify to all whom it may concern, that about the 12th or 13th of this month we met Messrs. Louis Boisdoré and Vincent Rieux coming from Mr. Garic's house, and I, Mazange, demanded if they were coming to

pass the sale of a mulatto. They both answered "Yes." After which we joined Mr. Antonio Jung who talked to us of other affairs. In faith of which we signed the present to serve for what it is worth (*pour servir et valoir ce que de raison*). New Orleans, November 24, 1778. Signed: L. Mazange and Blanche

(To be Continued.)



